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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA,
WESTERN DIVISION**

NIKE, INC., an Oregon Corporation,

Plaintiff,

v.

NICHOLAS C. TUINENBURG and
DIVIDE THE YOUTH
MANUFACTURING, a California
Corporation,

Defendants.

CASE NO.

COMPLAINT FOR DAMAGES:

**Direct and Contributory Trademark
Infringement in Violation of 15 U.S.C.
§ 1114 (Counts 1, 2, 8);**

**Direct and Contributory Trademark
Counterfeiting in Violation of 15
U.S.C. § 1114 (Counts 3 & 4);**

**False Designation of Origin / Unfair
Competition in Violation of 15 U.S.C.
§ 1125(a) (Counts 5 & 9);**

**Common Law Trademark
Infringement
and Unfair Comp. (Counts 6 & 10);**

**Unfair Competition in Violation of
Cal. Bus. & Prof. Code §§ 17200, et
seq. (Counts 7 & 11)**

DEMAND FOR JURY TRIAL

1 Plaintiff Nike, Inc. (“Nike” or “Plaintiff”) for its Complaint against
2 Defendants Nicholas C. Tuinenburg (“Tuinenburg”) and Divide the Youth
3 Manufacturing (“DTY”) (collectively, “Defendants”) for trademark infringement,
4 counterfeiting, and related cause of actions, states and alleges as follows:

5 **PRELIMINARY STATEMENT**

6 1. Defendant Nicholas C. Tuinenburg is a social media influencer and
7 content creator known for his collection, sale, promotion, and reviews of counterfeit
8 (which he calls “rep” or “replica”) luxury fashion goods, including counterfeit
9 Nike-branded products. Tuinenburg openly and notoriously wields his online
10 influence to promote and peddle counterfeit goods to tens of thousands of social
11 media users across multiple platforms.

12 2. Tuinenburg has founded and organized several counterfeit trafficking
13 communities based on Discord¹, where he and his associates operate Discord
14 servers as marketplaces for counterfeit goods and provide advice and step-by-step
15 instructions on how to purchase counterfeit goods from overseas.

16 3. Tuinenburg also partners directly with overseas counterfeiters and
17 service providers, such as shipping agent platform PandaBuy, to promote their
18 counterfeit goods and related services. Tuinenburg advertises on behalf of and
19 promotes these sellers and service providers through his social media accounts,
20 often offering his followers personalized promotional sign-up and discount codes
21 bearing an abbreviation of his first name, “nick.”

22 4. In collaboration with PandaBuy and his Florida-based associate Eben
23 Fox (“Fox”), Tuinenburg has also launched a website, W2C.net, which contains a
24 curated collection of hundreds of counterfeit Nike-branded goods offered via
25 PandaBuy. Tuinenburg prominently touts his support for and relationship with
26

27 _____
28 ¹ Discord is an online social platform where users form virtual communities called
“servers,” in which they communicate by voice, video, and instant messaging.

PandaBuy, going so far as to create and use numerous TikTok and other social media handles that contain “PandaBuy” or some cognizable association therewith, such as the TikTok username “pandabuynick.”

5. Defendant Divide the Youth Manufacturing is Tuinenburg’s “streetwear” apparel, accessories, and footwear company, and like Tuinenburg, DTY has a problem respecting Nike’s intellectual property rights. DTY is currently promoting, selling, and distributing knockoffs of Nike’s iconic Dunk shoe.



6. Nike files this lawsuit to protect its intellectual property, rectify the confusion in the marketplace caused by Defendants’ misconduct, and combat the scourge of mass counterfeiting carried out and facilitated by Tuinenburg and his ilk.

THE PARTIES

7. Nike is a corporation organized under the laws of the State of Oregon with a principal place of business at One Bowerman Drive, Beaverton, Oregon 97005

8. On information and belief, Defendant Nicholas C. Tuinenburg, an individual, resides at 1718 Ximeno Avenue, Apt. 4, Long Beach, California 90815, and is a citizen of the State of California.

9. Defendant Divide the Youth Manufacturing is a corporation organized under the laws of the State of California with a principal place of business at 28881 Green Acres, Mission Viejo, California 92692, and a website located at <https://www.dividetheyouth.com/>.

1 10. On information and belief, Tuinenburg is the founder, sole owner, and
2 operator of DTY and <https://www.dividetheyouth.com/>.

3 11. On information and belief, Tuinenburg created, operates, and controls
4 numerous social media accounts through which Tuinenburg sells and promotes
5 counterfeit Nike-branded goods, and regularly publishes videos and related content
6 about counterfeit shoes and apparel. Specifically, on information and belief,
7 Tuinenburg controls the following social media accounts:

- 8 a. Discord accounts associated with the usernames “nicktuinenburg” and
9 “closetclearout” and the display name “nick”;
- 10 b. TikTok accounts associated with the usernames “myfitsaretrash,”
11 “myfitsaretrashfr,” “myfitsaretrashngl,” “dividetheyouth,”
12 “pandabuynick,” “nickpanda_buy,” “nick.pandabuy,”
13 “pandabuynick2,” “nickpandaguy” “nick,” “nicky,” and “nick!” ;
- 14 c. YouTube account associated with the usernames “myfitsaretrashy,”
15 “myfitsaretrashngl,” and display name “myfitsaretrash”;
- 16 d. Instagram accounts associated with the usernames “nicktuinenburg,”
17 “dividetheyouth,” and “nick.pandabuy,”;
- 18 e. X account associated with the username “dividetheyouth” and display
19 name “*”;
20 f. Rumble account associated with the username “myfitsaretrash;” and
21 g. Reddit accounts associated with the usernames “yupnick” and
22 “myfitsaretrashngl.”

23 12. On information and belief, Tuinenburg is the owner and operator of
24 <https://myfitsaretrash.net/>, and the co-owner and co-operator of <https://w2c.net>, two
25 websites through which Tuinenburg conducts some of his counterfeiting activities.

26 13. On information and belief, Tuinenburg controls the following social
27 media landing pages:

- 28 a. <https://linktr.ee/nickpandaguy>;

1 b. <https://campsite.bio/myfitsaretrash>; and

2 c. <https://withkoji.com/@myfitsaretrash>.

3 14. On information and belief, Tuinenburg controls the email addresses
4 myfitsaretrashofficial@gmail.com and dividetheyouth@gmail.com.

5 15. On information and belief, Tuinenburg is a partner of and affiliate
6 marketer for several individuals and entities that sell counterfeit Nike-branded
7 shoes and apparel, and/or offer services related to the acquisition of counterfeit
8 Nike-branded goods, including PandaBuy and WeGoBuy.

9 **JURISDICTION AND VENUE**

10 16. This action arises under the trademark laws of the United States, 15
11 U.S.C. § 1051, et seq., and under statutory and common law unfair competition.
12 This Court has subject matter jurisdiction at least under 15 U.S.C. § 1121 and 28
13 U.S.C. §§ 1331 and 1338 because this action arises under federal trademark law.
14 This Court has supplemental jurisdiction over the remaining claims pursuant to 28
15 U.S.C. § 1367.

16 17. This Court has personal jurisdiction over Tuinenburg because he resides
17 in this District, and, as alleged herein, Tuinenburg has committed, and continues to
18 commit, acts of trademark infringement and counterfeiting and reap the ill-gotten
19 benefits thereof in this District, through various websites and social media
20 platforms, as well as offices and/or facilities located in this District.

21 18. This Court has personal jurisdiction over DTY because it is
22 incorporated, domiciled, does business, and as alleged herein, has committed, and
23 continues to commit, acts of trademark infringement and trade dress infringement
24 in this District, through various websites and social media platforms, as well as
25 offices and/or facilities located in this District.

26 19. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because
27 Defendants reside in this District, a substantial part of the events giving rise to these
28

1 claims arose in this District, and consumer confusion has occurred and is likely to
2 occur in this District.

3 **FACTUAL BACKGROUND**




4 **Nike's Business and Valuable Trademark Rights**

5 20. Nike's principal business activity is the design, development, and
6 worldwide marketing and selling of athletic footwear, apparel, equipment,
7 accessories, and services.

8 21. As a result of decades of Nike's advertising, promotional, and
9 marketing efforts, Nike has established itself as a multibillion-dollar brand and the
10 world's leading designer, marketer, and distributor of athletic footwear and apparel
11 products which are sold in connection with Nike's famous trademarks. In addition
12 to spending significant amounts in support of advertising and promotion of its
13 products and services, Nike conducts successful marketing campaigns across
14 various social media platforms, including Facebook, X (formerly known as
15 Twitter), YouTube, Instagram, TikTok, and Snapchat, to further promote Nike's
16 products, services, brands, and trademarks.

17 22. Nike and its brands have achieved widespread recognition and fame
18 throughout the United States and the world. Among the purchasing public, Nike's
19 products and services are instantly recognizable and are seen as high-quality,
20 innovative, and dependable.

21 23. Nike is the owner of the right, title, and interest in and to, inter alia, the
22 following trademarks registered on the Principal Register of the United States
23 Patent and Trademark Office (collectively, the "Asserted Marks"):

Reg. No.	Title	Trademark Design	Reg. Date	Classes
1,370,283	AIR JORDAN	AIR JORDAN (word mark)	11/12/1985	25- Clothing, footwear
3,725,535	Air Jordan & Wings Design* ²		12/15/2009	25- Clothing, footwear, headgear
3,780,236	DUNK	DUNK (word mark)	4/27/2010	25- Footwear
3,627,820	JUMPMAN	JUMPMAN (word mark)	9/11/2007	25- Clothing, footwear, headgear
1,558,100	JumpMan Design		9/26/1989	25- Clothing, Footwear
1,742,019	JumpMan Design		12/22/1992	25- Clothing, footwear, headgear 18- Leather and imitations of leather
978,952	NIKE	NIKE (word mark)	2/19/1974	25- Clothing, footwear, headgear
1,214,930	NIKE	NIKE (word mark)	11/2/1982	25- Footwear
1,243,248	NIKE	NIKE (word mark)	6/21/1983	42- Retail footwear

² * Indicates unofficial, descriptive title.

Reg. No.	Title	Trademark Design	Reg. Date	Classes
				and apparel services
6,124,779	NIKE	NIKE (word mark)	8/11/2020	35- Retail store services and on-line retail store services
1,238,853	NIKE & Swoosh Design*		5/17/1983	42- Retail footwear and apparel services
1,325,938	NIKE & Swoosh Design*		3/19/1985	25- Footwear
5,286,596	NIKE AIR VAPORMAX	NIKE AIR VAPORMAX (word mark)	9/12/2017	25- Footwear
977,190	Swoosh Design		1/22/1974	25- Footwear
1,264,529	Swoosh Design		1/17/1984	42- Retail footwear and apparel services
1,323,343	Swoosh Design		3/5/1985	25- Footwear
5,794,674	Swoosh Design		7/2/2019	35- Retail store services and on-line retail store services

1 24. The above U.S. registrations for Nike's Asserted Marks are valid,
2 subsisting, unrevoked, uncanceled, and in full force and effect.

3 25. Pursuant to 15 U.S.C. § 1065, of Nike's Asserted Marks, the
4 following federally registered Nike trademarks are incontestable and constitute
5 prima facie evidence their validity, Nike's ownership, and Nike's exclusive right
6 to use these marks:

- 7 a. Reg. No. 1,370,283 (AIR JORDAN word mark)
- 8 b. Reg. No. 3,725,535 (Air Jordan & Wings Design mark);
- 9 c. Reg. No. 3,780,236 (DUNK word mark);
- 10 d. Reg. No. 3,627,820 (JUMPMAN word mark);
- 11 e. Reg. No. 1,558,100 (JumpMan Design mark);
- 12 f. Reg. No. 978,952 (NIKE word mark);
- 13 g. Reg. No. 1,214,930 (NIKE word mark);
- 14 h. Reg. No. 1,243,248 (NIKE word mark);
- 15 i. Reg. No. 977,190 (Swoosh Design mark);
- 16 j. Reg. No. 1,264,529 (Swoosh Design mark);
- 17 k. Reg. No. 1,323,343 (Swoosh Design mark);
- 18 l. Reg. No. 1,238,853 (Swoosh Design mark); and
- 19 m. Reg. No. 1,325,938 (Swoosh Design mark).

20 26. Nike also owns extensive common law rights in the Asserted Marks
21 for use in connection with Nike's goods and services. Nike uses the Asserted
22 Marks on or in connection with many of its products and services.

23 27. Nike's Asserted Marks identify, in the United States and throughout
24
25
26
27
28

1 the world, high-quality products and services designed, produced, and offered by
2 Nike.

3 28. Nike intends to continue to preserve and maintain its rights in the
4 Asserted Marks. Nike has continuously used the Asserted Marks in interstate
5 commerce in connection with the sale, distribution, promotion, and advertising of
6 genuine Nike goods and services since their respective dates of first use as noted
7 on the federal trademark registration certificates. Nike has also used the Asserted
8 Marks in connection with virtual products and intends to further expand such use
9 as reflected in its pending trademark applications.

10 29. As a result of continuous and long-standing promotion, substantial
11 sales, and consumer recognition, Nike has developed powerful trademarks rights,
12 built substantial goodwill in the Asserted Marks, and has never abandoned that
13 goodwill. As a result, Nike's Asserted Marks have become distinctive and
14 "famous" within the meaning of Section 43(c) of the Lanham Act, 15 U.S.C. §
15 1125(c).

16 30. Having distinctive trademarks that are readily identifiable is an
17 important factor in creating and maintaining a market for Nike's products, in
18 identifying Nike and its brands, and in distinguishing Nike's products from the
19 products of others.

20 31. Nike maintains strict quality control standards for products bearing the
21 Asserted Marks. Genuine Nike products bearing the Asserted Marks are inspected
22 and approved by Nike prior to distribution and sale.

23 32. Nike also maintains strict control over the use of the Asserted Marks
24 in connection with its products so that the company can maintain control over its
25 reputation and goodwill. Nike, for example, carefully determines how many
26 products bearing the Asserted Marks are released, and when, where, and how
27 those products are sold.

28 33. The success of the Nike brand has resulted in significant

1 counterfeiting of Nike's trademarks. Nike takes counterfeiting seriously and
2 expends significant resources every year to stop the flow of counterfeit Nike-
3 branded goods and the harm it causes to the goodwill of the Nike brand.

4 **Nike's Dunk Trade Dress**

5 34. The Nike Dunk sneaker began as a basketball sneaker in the 1980s
6 and grew in popularity as college basketball was reaching new heights among a
7 wide age range of athletes and fans. From east to west, rivalries were strong and
8 network TV brought college hoops, and Nike's Dunk sneakers, to the masses.

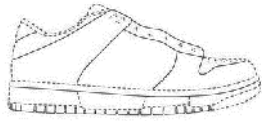
9 35. The Dunk's adoption and popularity eventually spread beyond
10 basketball culture as the skateboard community organically adopted the Dunk
11 making it a skate icon by the 2000s. From there, the Dunk crossed over sports and
12 fashion, and today it is recognized as one of the most iconic and influential
13 sneakers of all time.

14 36. Nike drove the iconic status the Dunk enjoys today, in part, through
15 limited-edition collaborations with designers, artists, and other creatives. For
16 example, in 2005, Nike collaborated with Jeff Staple, Founder and Creative
17 Director of Staple Design and Reed Space, to create the limited-edition Nike SB
18 Dunk Low NYC Pigeon.

19 37. Since the launch of the Dunks in 1986, Nike has continuously and
20 substantially exclusively promoted and sold sneakers bearing the Dunk trade
21 dress.

22 38. Nike has sold many tens of millions of Dunks in the United States,
23 accounting for hundreds of millions of dollars in revenue.

24 39. Nike has also registered the Dunk trade dress on the Principal Register
25 of the U.S. Patent and Trademark Office. Nike owns all right, title, and interest in
26 the U.S. Trademark Registration identified below (the "Dunk Trade Dress"):
27
28

Reg. No.	Trade Dress	Reg. Date	Goods
3,711,305		11/17/2009	Footwear

40. Pursuant to 15 U.S.C. § 1065, Nike's U.S. Trademark Registration No. 3,721,054 is incontestable and constitutes conclusive evidence of the validity of the Dunk Trade Dress, Nike's ownership of the Dunk Trade Dress, and Nike's exclusive right to use the Dunk Trade Dress.

41. Nike maintains strict quality control standards for its products bearing the Dunk Trade Dress. Genuine Nike products bearing the Dunk Trade Dress are inspected and approved by Nike prior to distribution and sale.

42. Nike also maintains strict control over the use of the Dunk Trade Dress in connection with its products so that Nike can maintain control over its related business reputation and goodwill. Nike, for example, carefully determines how many products bearing the Dunk Trade Dress are released, where the products are released, when the products are released, and how the products are released.

Tuinenburg's Infringing and Counterfeiting Activities

43. On information and belief, Tuinenburg primarily conducts his infringing and counterfeiting activities through various social media accounts and websites he controls.

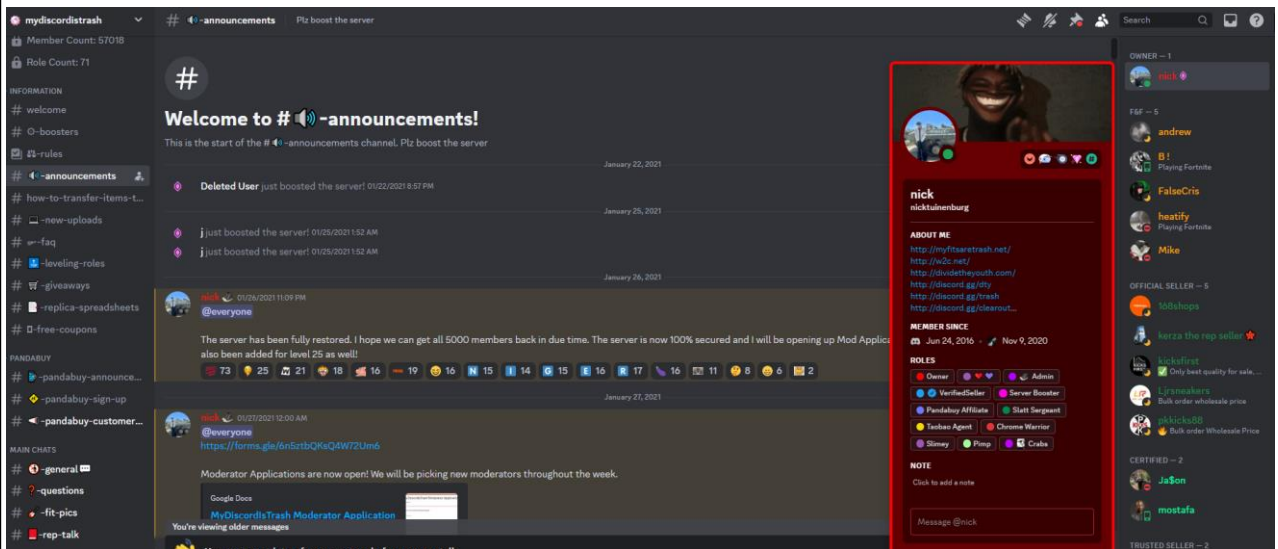
44. On information and belief, Tuinenburg also knowingly and materially contributes to and benefits from the infringing and counterfeiting activities of third parties who operate on social media sites Tuinenburg controls and/or on websites Tuinenburg actively promotes in exchange for monetary or other tangible benefits.

A. Tuinenburg's Sale, Distribution, Promotion, and Facilitation of Third-Party Sales of Counterfeit Nike-branded Goods via Discord

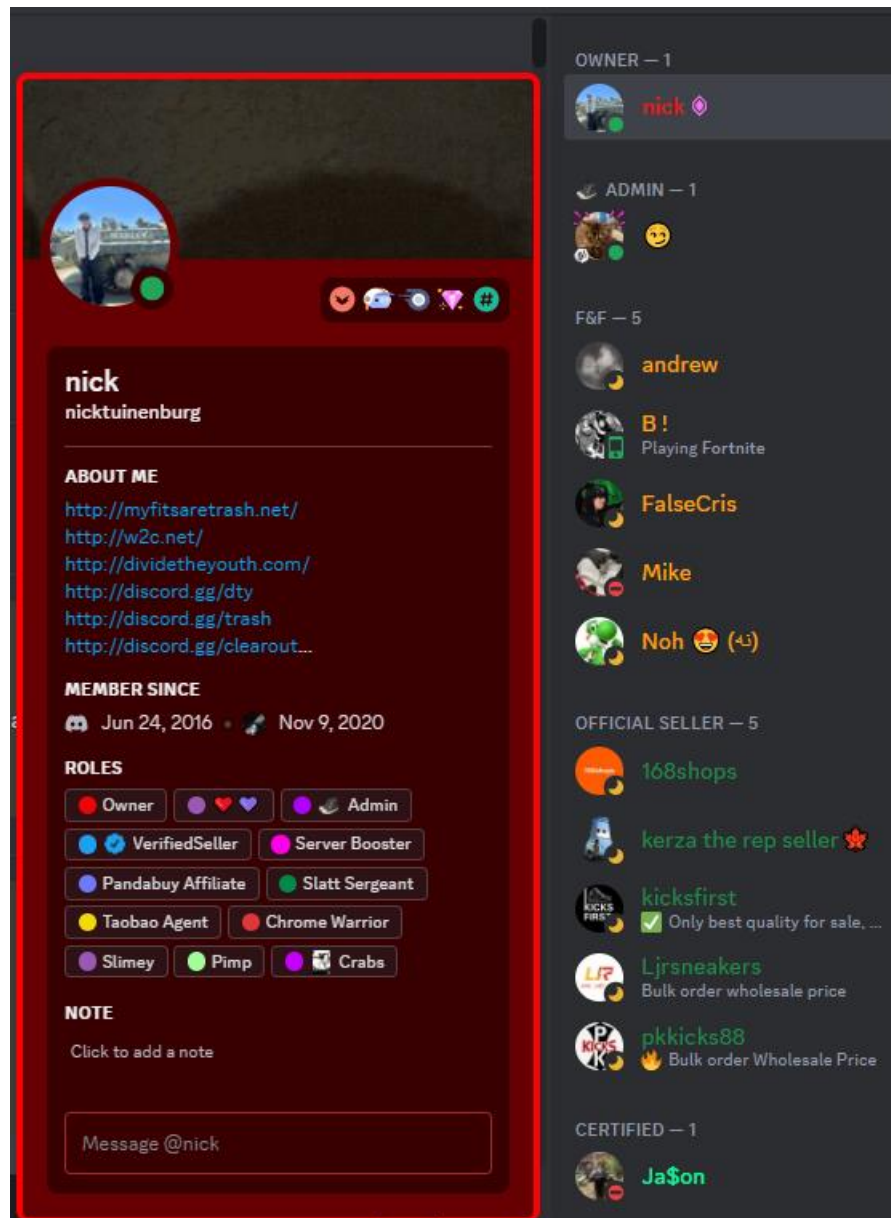
45. On information and belief, Tuinenburg sells, offers for sale, distributes, promotes, and facilitates third-party sales of counterfeit Nike-branded goods through at least three Discord servers, "MyDiscordIsTrash" (located at <https://discord.gg/trash>), "Closet Clearout" (located at <https://discord.gg/clearout>), and "Divide the Youth" (located at <https://discord.gg/dty>).

MyDiscordIsTrash Discord Server

46. On information and belief, Tuinenburg is the sole operator of the



MyDiscordIsTrash Discord server and has operated it since at least November 9, 2020.



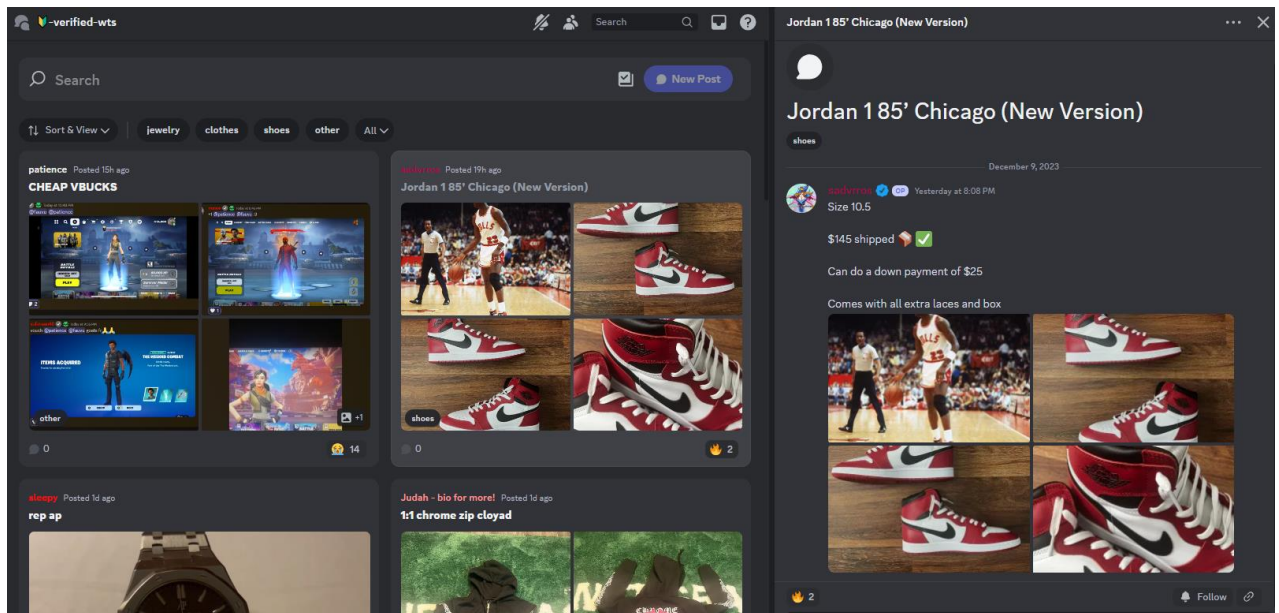
47. The MyDiscordIsTrash Discord server is open and available to anyone with a Discord account.

48. As of December 10, 2023, the MyDiscordIsTrash Discord server has over 57,000 members.

49. The MyDiscordIsTrash Discord server operates, in part, as a community messaging forum, educational resource, advertising platform, and marketplace for the sale and trade of counterfeit goods, including counterfeit Nike-branded shoes and apparel.

50. The MyDiscordIsTrash Discord server contains several channels related to the sale, distribution, and trade of counterfeit goods, including “Buy/Sell,” “Sellers,” “Replicas,” and “PandaBuy” channels, among others.

51. The “Buy/Sell” channels include “verified wts” and “wts”³ channels, where sellers list counterfeit clothing, shoes, and accessories for sale, including counterfeit Nike-branded goods.

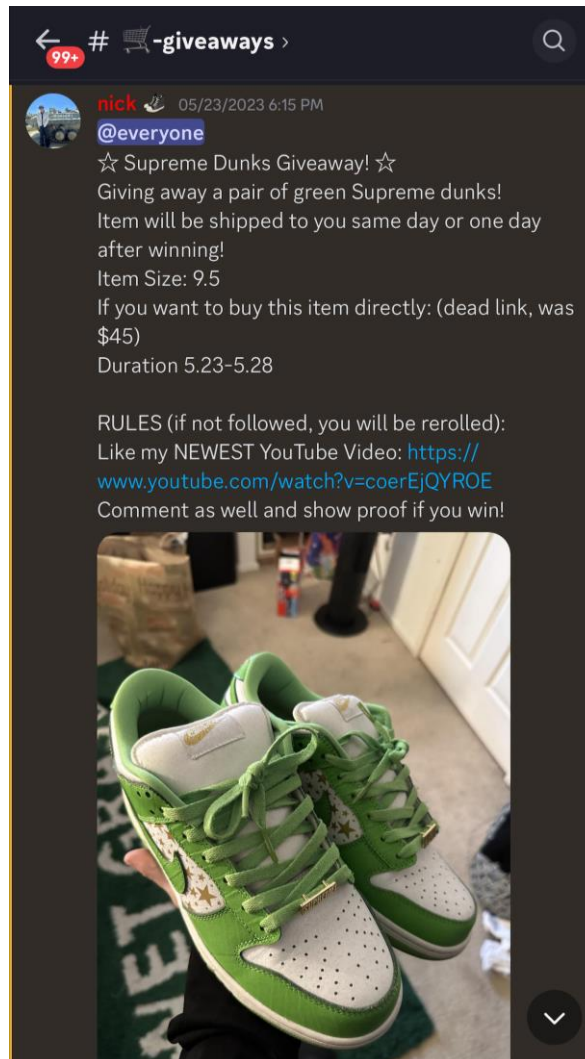


52. As of December 10, 2023, the “verified wts” and “wts” channels on the MyDiscordIsTrash Discord server contain at least two listings of counterfeit Nike-branded shoes for sale.

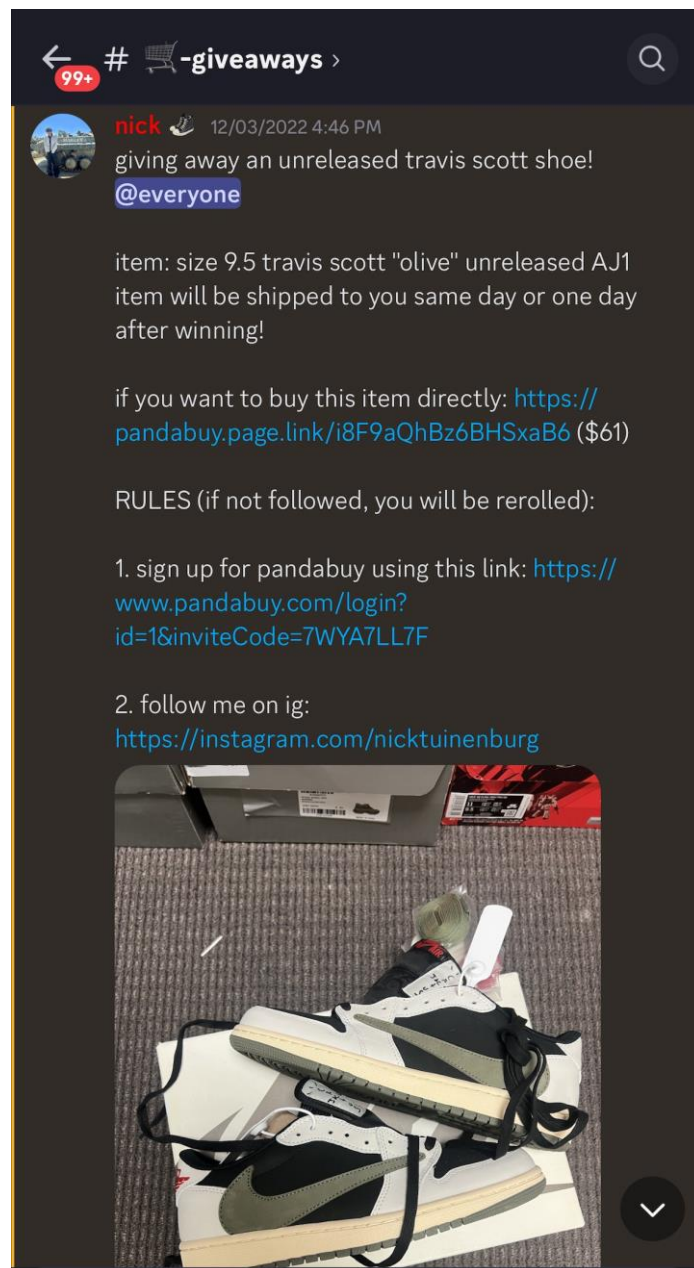
53. Tuinenburg and his associates use the “giveaways” channel to conduct promotional giveaways, including of counterfeit Nike-branded goods, to promote Tuinenburg’s social media accounts, including his Instagram, TikTok, and YouTube accounts. For example, on May 23, 2023, Tuinenburg conducted a giveaway of counterfeit Supreme x Nike SB Dunk Low “Mean Green” shoes. To

³ On information and belief, the term “wts” means “want to sell” or “willing to sell” or “waiting to sell,” and is commonly used on social media and internet forums by parties offering items for sale.

1 be eligible for the giveaway prize, users had to “like” Tuinenburg’s then-latest
 2 YouTube video.

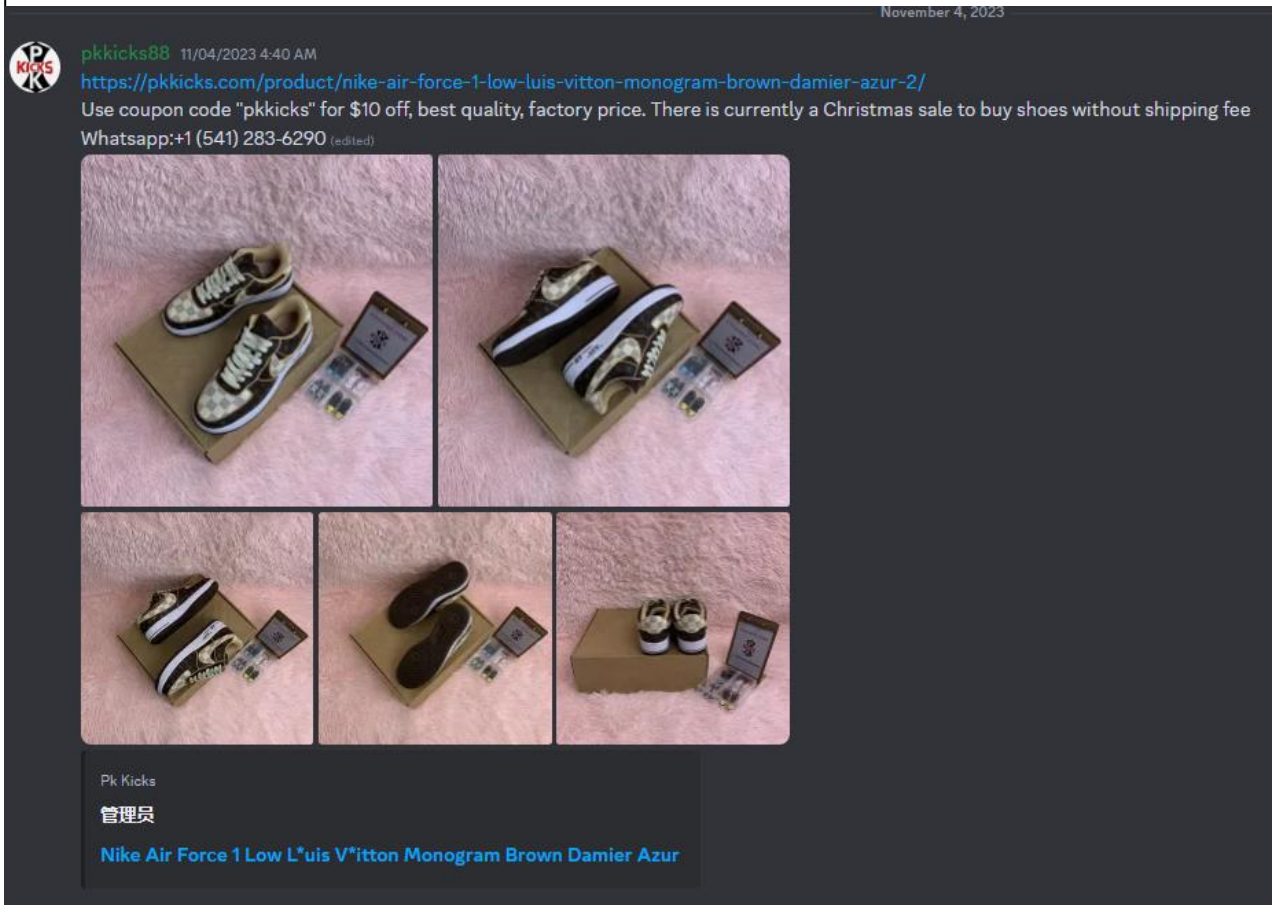


21 54. Tuinenburg and his associates also use the “giveaways” channel to
 22 conduct promotional giveaways, including of counterfeit Nike-branded goods, to
 23 promote PandaBuy, a platform that provides shipping agents and related services
 24 for the purchase and transportation of counterfeit goods to the United States from
 25 overseas counterfeit goods sellers and manufacturers. For example, on December
 26 3, 2022, Tuinenburg conducted a giveaway of counterfeit Nike Travis Scott Air
 27 Jordan 1 Low shoes.
 28



55. Through the “Sellers” channels, Tuinenburg provides a platform for select counterfeit goods sellers he personally endorses to directly market their counterfeit wares and engage with members of Tuinenburg’s MyDiscordIsTrash Discord community. The “Sellers” channels currently include seventeen dedicated seller channels, at least thirteen of which offer counterfeit Nike-branded goods for sale. For example, Tuinenburg created a dedicated “Seller” channel for

PK Kicks, a known seller of counterfeit Nike-branded shoes.



56. Tuinenburg personally introduces some of the counterfeit goods sellers to his Discord community members and, in some instances, provides a custom discount code for consumers to use in connection with purchases on the seller's website. For example, on October 19, 2022, Tuinenburg published the following post under the "musksneaker" seller channel, a channel Tuinenburg created for Musk Sneaker, a known seller of counterfeit Nike-branded goods. At the top of the channel, Tuinenburg shared a personalized discount code ("Nick"), that consumers could use on Musk Sneaker's website, musksneaker.com, to receive a \$15.00 discount on their purchase.

Welcome to #🔥 musksneaker!

This is the start of the #🔥 musksneaker channel. musksneaker.com code: "Nick" for \$15 off! very high quality, reviewed a lot on nick's tiktok

October 19, 2022

nick 🗨️ 10/19/2022 1:38 AM
@musksneaker

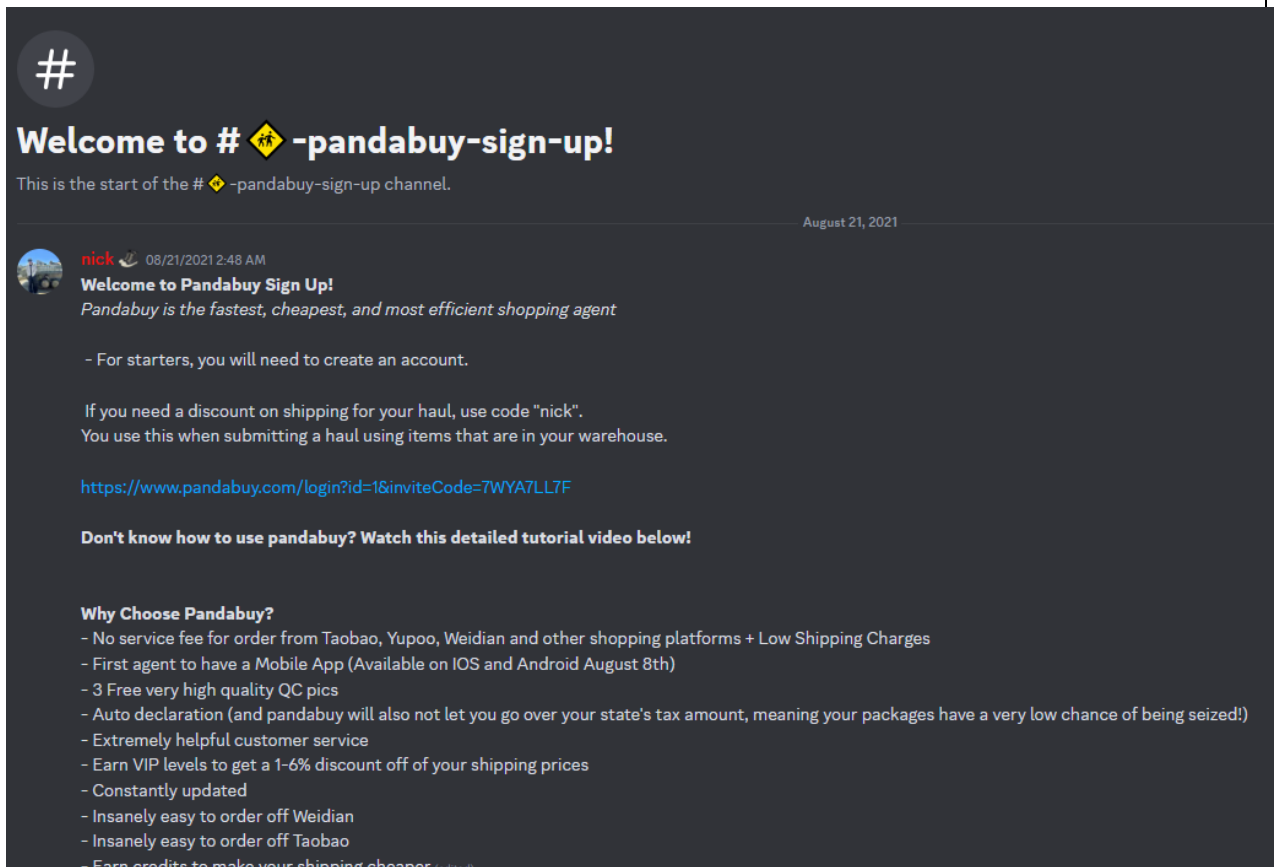
musksneaker 10/19/2022 2:04 AM

@nick 🤔
<http://www.musksneaker.com/>

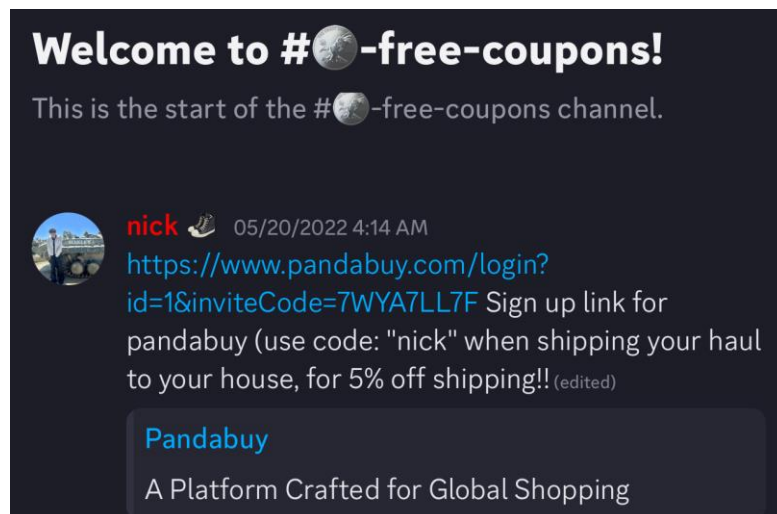
musksneaker 10/19/2022 3:48 AM



57. The “Panda Buy” channels provide information, resources, and support for users seeking to purchase counterfeit goods through the third-party counterfeit goods shipping agent platform and marketplace, PandaBuy. Under the “pandabuy-sign-up” channel, Tuinenburg published the following post on August 21, 2021, directing users to create a PandaBuy account and providing a personalized “nick” shipping discount code.



58. Tuinenburg's promotion of PandaBuy extends beyond the dedicated "PandaBuy" channels. For example, within the "Information" channels, Tuinenburg created a "how-to-transfer-items-to-pandabuy" channel and a "free-coupons" channel, which contains the following post by Tuinenburg inviting users to sign up for PandaBuy and use a personalized "nick" shipping discount code.



1 59. Under various channels on the MyDiscordIsTrash server, including
2 the “Replicas” and “PandaBuy,” channels, Tuinenburg and his associates provide
3 highly detailed instructions and guidance on acquiring counterfeit goods from
4 overseas, including where to find purportedly high-quality counterfeit goods.

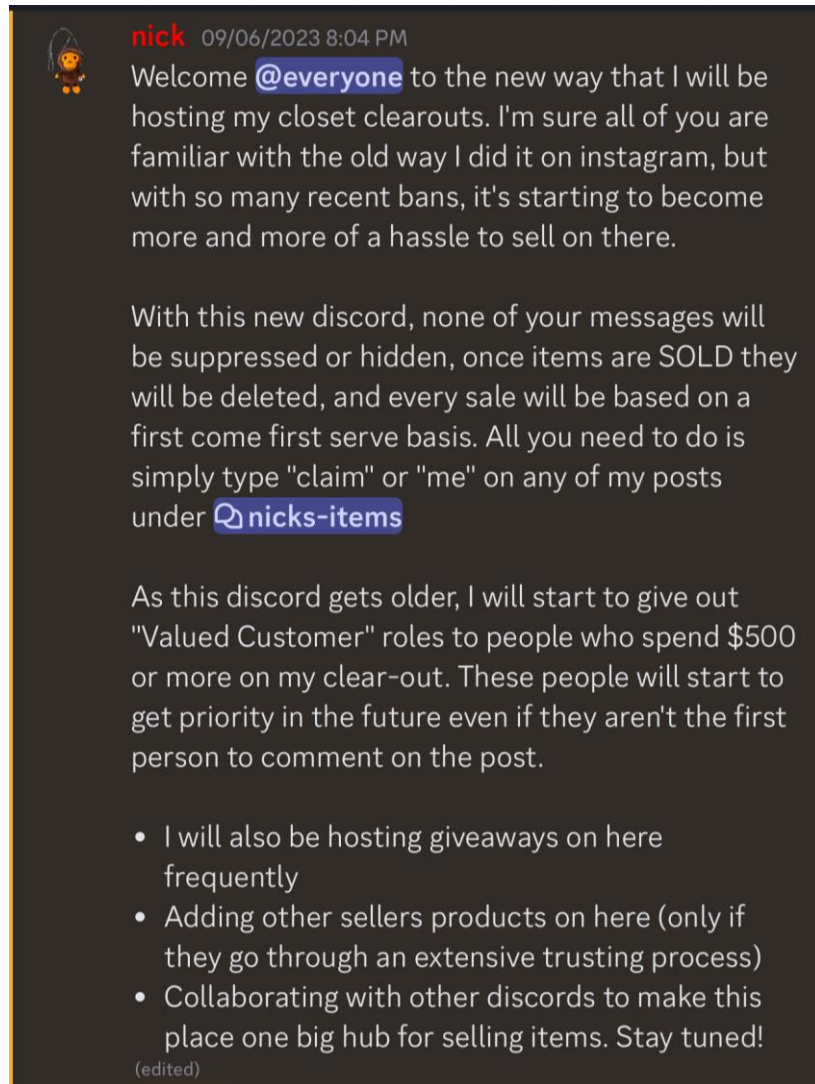
5 Closet Clearout Discord Server

6 60. Tuinenburg also created, co-operates, and participates as a seller on
7 another Discord server called “Closet Clearout.”

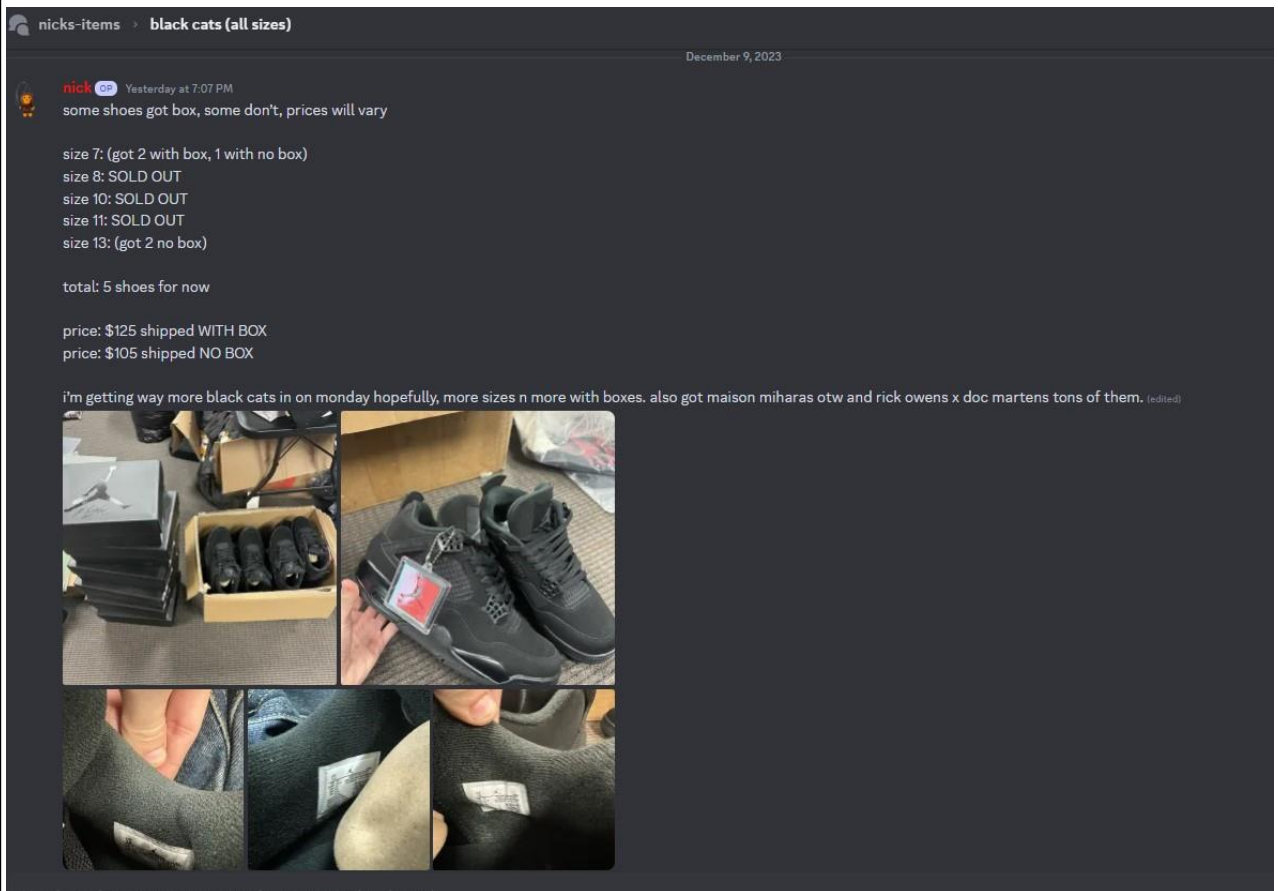
8 61. On November 9, 2023, the Closet Clearout Discord server had over
9 17,000 members.

10 62. As of December 11, 2023, the Closet Clearout Discord server had over
11 22,000 members.

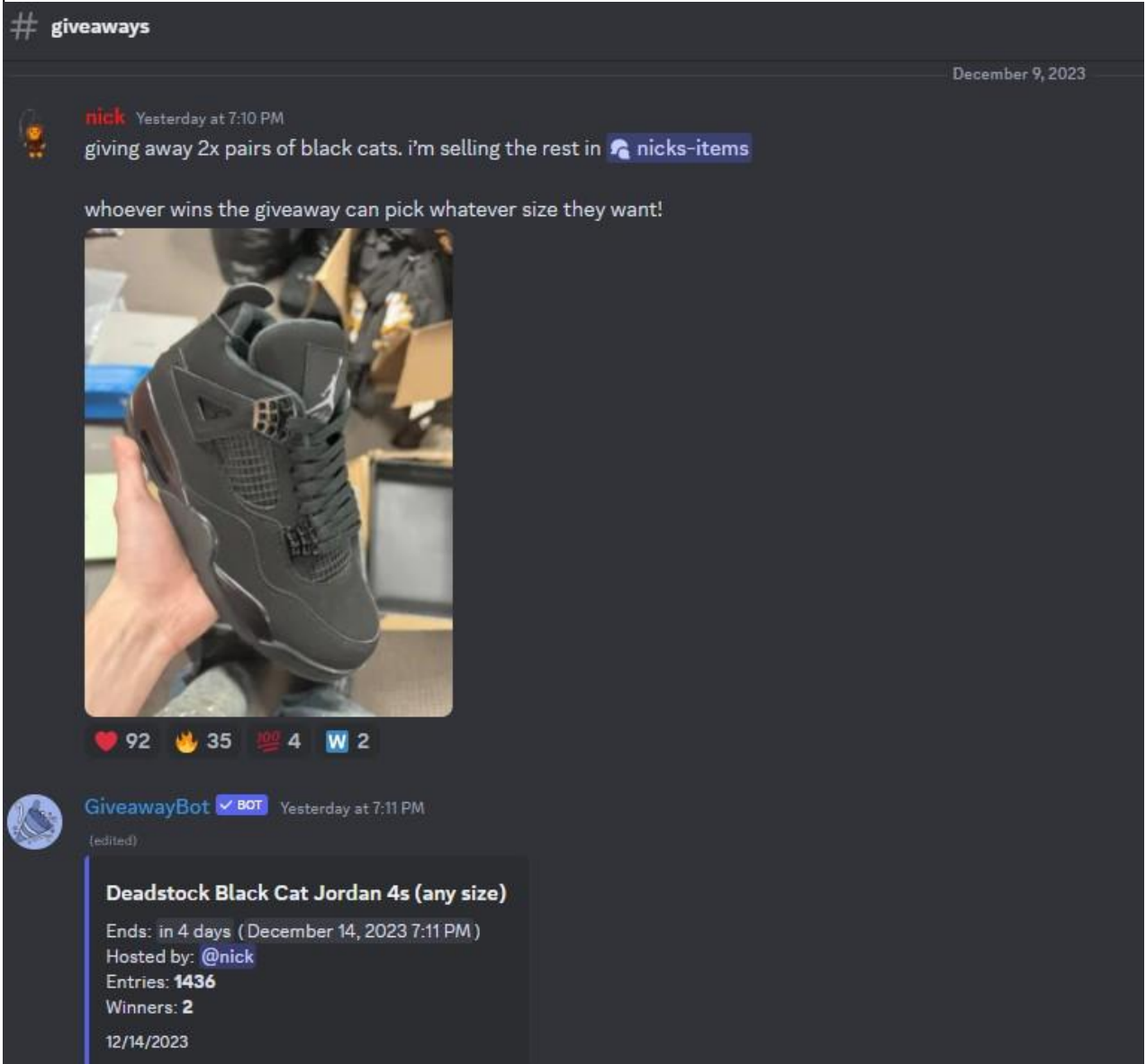
12 63. On September 6, 2023, Tuinenburg announced the creation of the
13 Closet Clearout Discord server and explained that the server would replace his
14 previous method of selling counterfeit goods via Instagram, which purportedly
15 resulted in Tuinenburg being repeatedly banned from Instagram.



64. On the Closet Clearout server, Tuinenburg and several other sellers, maintain personal channels through which they offer for sale counterfeit goods, including counterfeit Nike-branded goods. For example, on December 9, 2023, Tuinenburg listed as available for sale five pairs of counterfeit Nike-branded shoes and indicated that he would list more pairs for sale in the coming days.



65. On the Closet Clearout server, Tuinenburg also conducts giveaways of counterfeit goods, including counterfeit Nike-branded goods. For example, on December 9, 2023, Tuinenburg announced the giveaway of two pairs of counterfeit Nike-branded shoes.



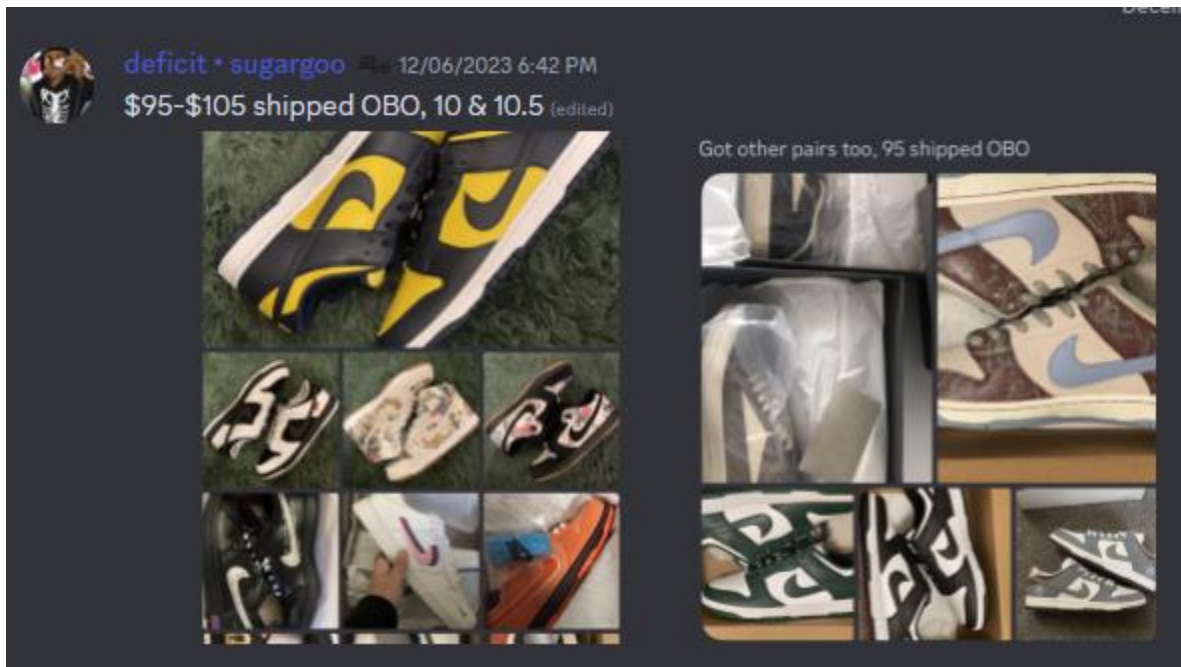
Divide the Youth Discord Server

66. Tuinenburg also created and operates another Discord server in connection with his company, Divide the Youth Manufacturing.

67. The Divide the Youth Discord server contains several “WTS” channels related to the sale, distribution, and trade of counterfeit goods, including counterfeit Nike-branded goods. For example, on December 6, 2023, an individual with the username “deficit.”⁴ published the below post offering several pairs of

⁴ This username is also associated with the display name “deficit · sugargoo” and

counterfeit Nike-branded sneakers for sale.



B. W2C.net⁵

68. Tuinenburg also controls and co-operates the website located at www.w2c.net, which features a collection of counterfeit good offerings available through PandaBuy. Tuinenburg and co-owner/co-operator operator Fox are identified under a section titled “Meet the Owners.”

the user profile identifies the user as a “SugarGoo Promoter and Marketing Manager.” Like PandaBuy, SugarGoo is a counterfeit goods and services marketplace platform and services provider.

⁵ On information and belief, “W2C” stands for “where to cop,” as in where to purchase counterfeit goods.

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MEET THE OWNERS



Nick Tuinenburg


Nick is one of the earliest pioneers when it come's to using Pandabuy. He's emassed millions of views on his video's due to his unique style and exclusivity of the items he finds

[LEARN MORE](#)

Eben "Cedaz"

Cedaz is one of the longest lasting replica content creators on social media. Over the past 4 year's he's tried every agent, every seller and purchased thousands of items. His broad taste allow's for finds anyone will enjoy

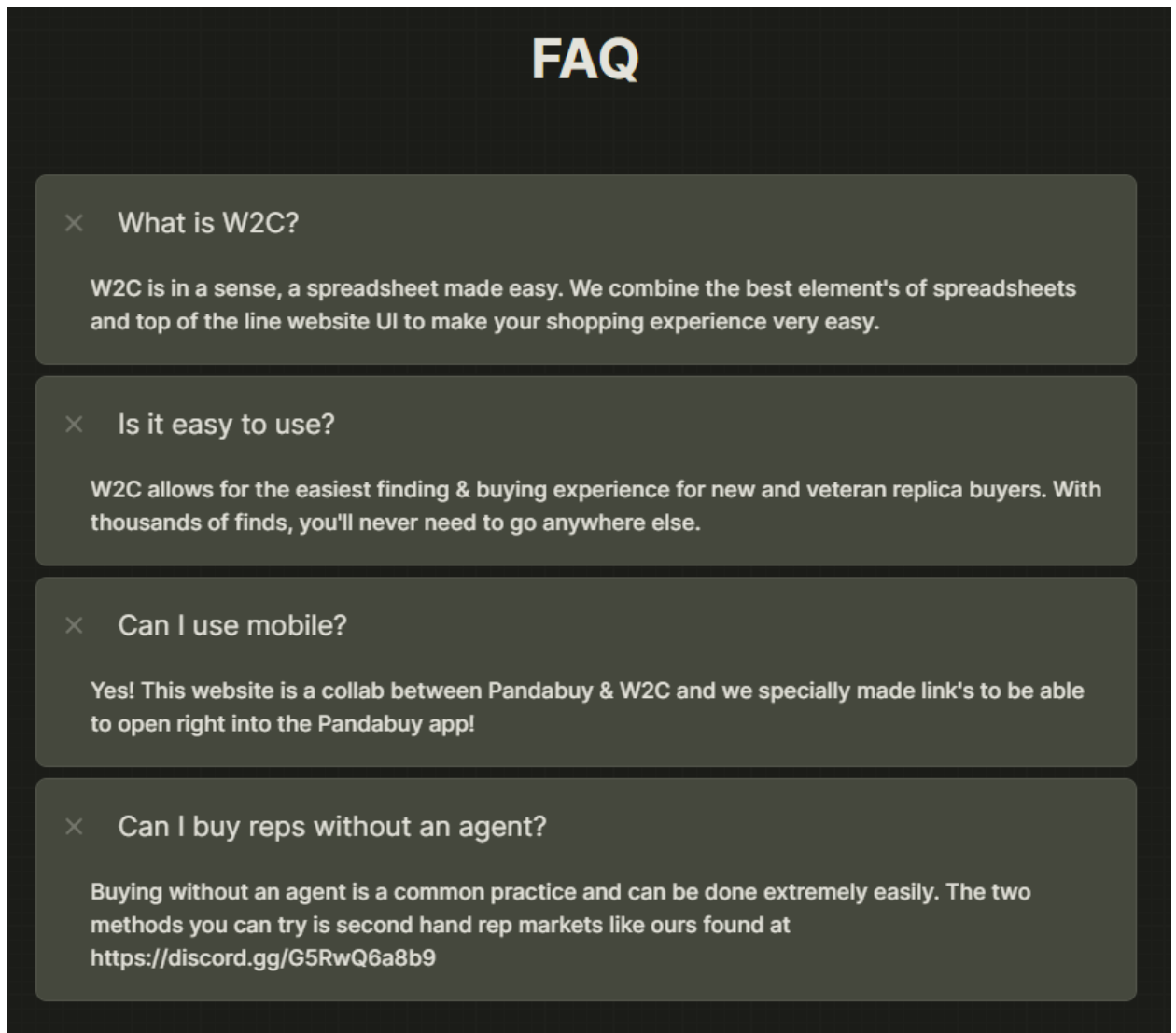
[LEARN MORE](#)



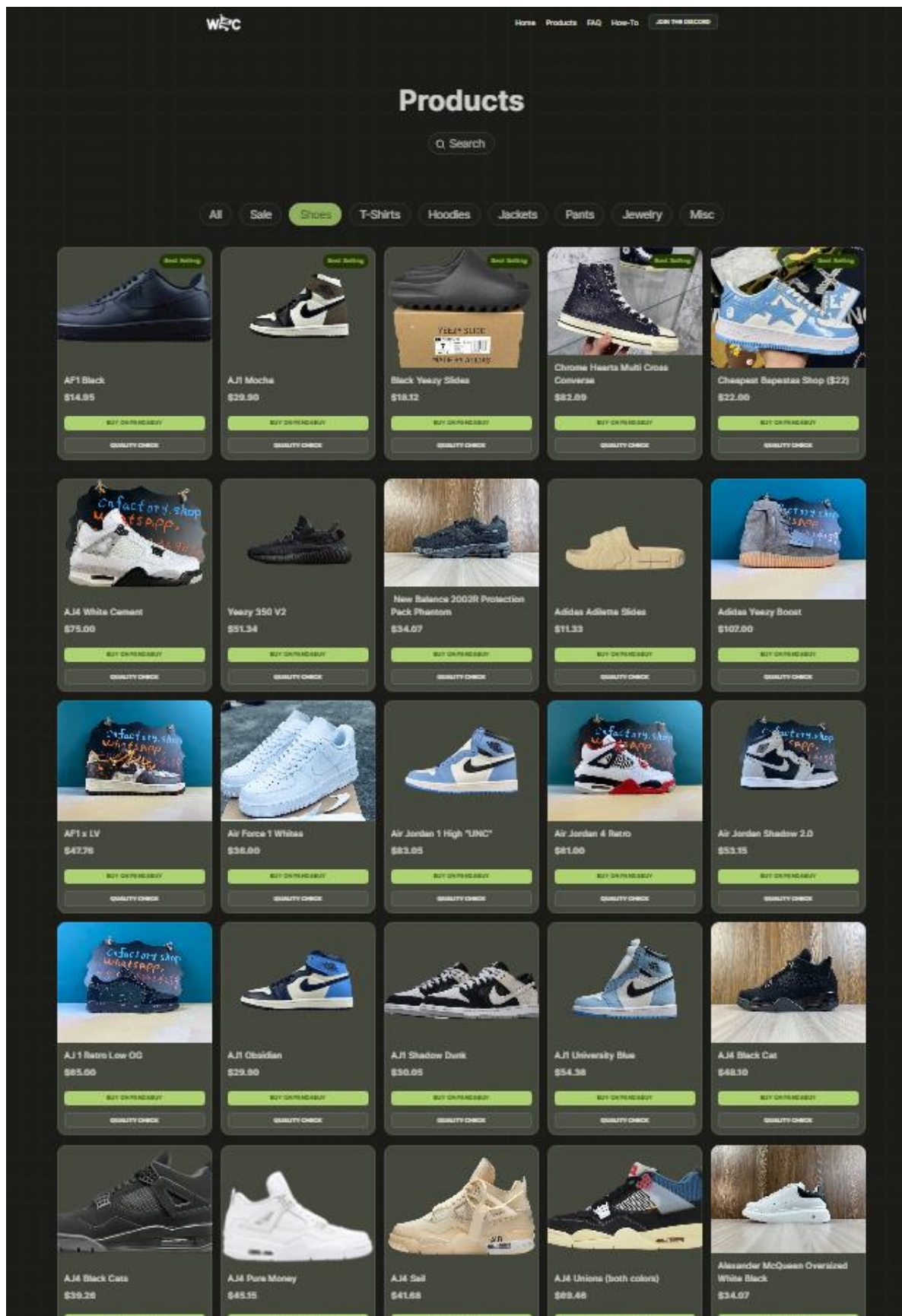
69. The W2C.net website banner identifies it as “The #1 Place For Your Rep Needs,” and contains a FAQ section that further identifies the website as a curated catalog of counterfeit goods offered and sold through PandaBuy.

70. The FAQ section also contains a link to the Closet Clearout Discord server, and refers to it as Tuinenburg and Fox’s “second hand rep market.”

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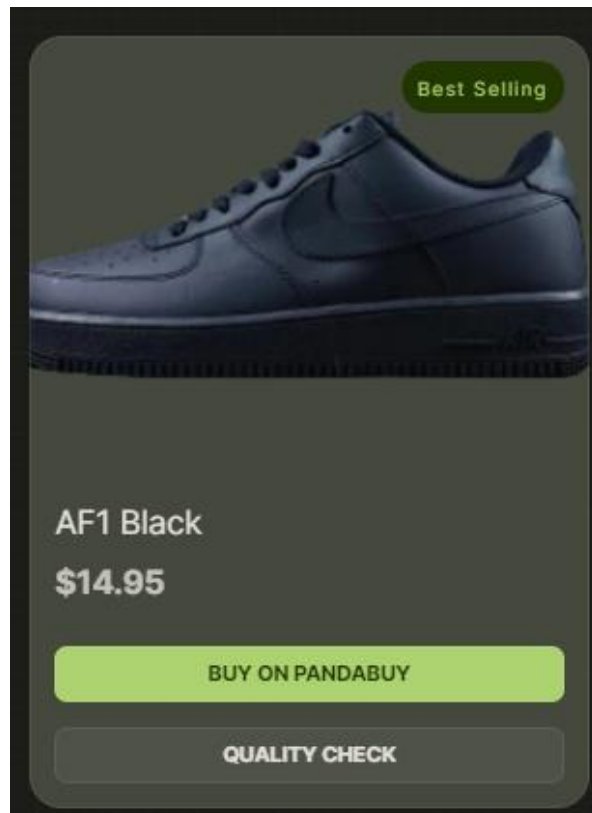


71. W2C.net steers visitors to specific PandaBuy listings offered by sellers that Tuinenburg and Fox have allegedly vetted and endorse, including over one hundred listings of Nike-branded counterfeit goods.



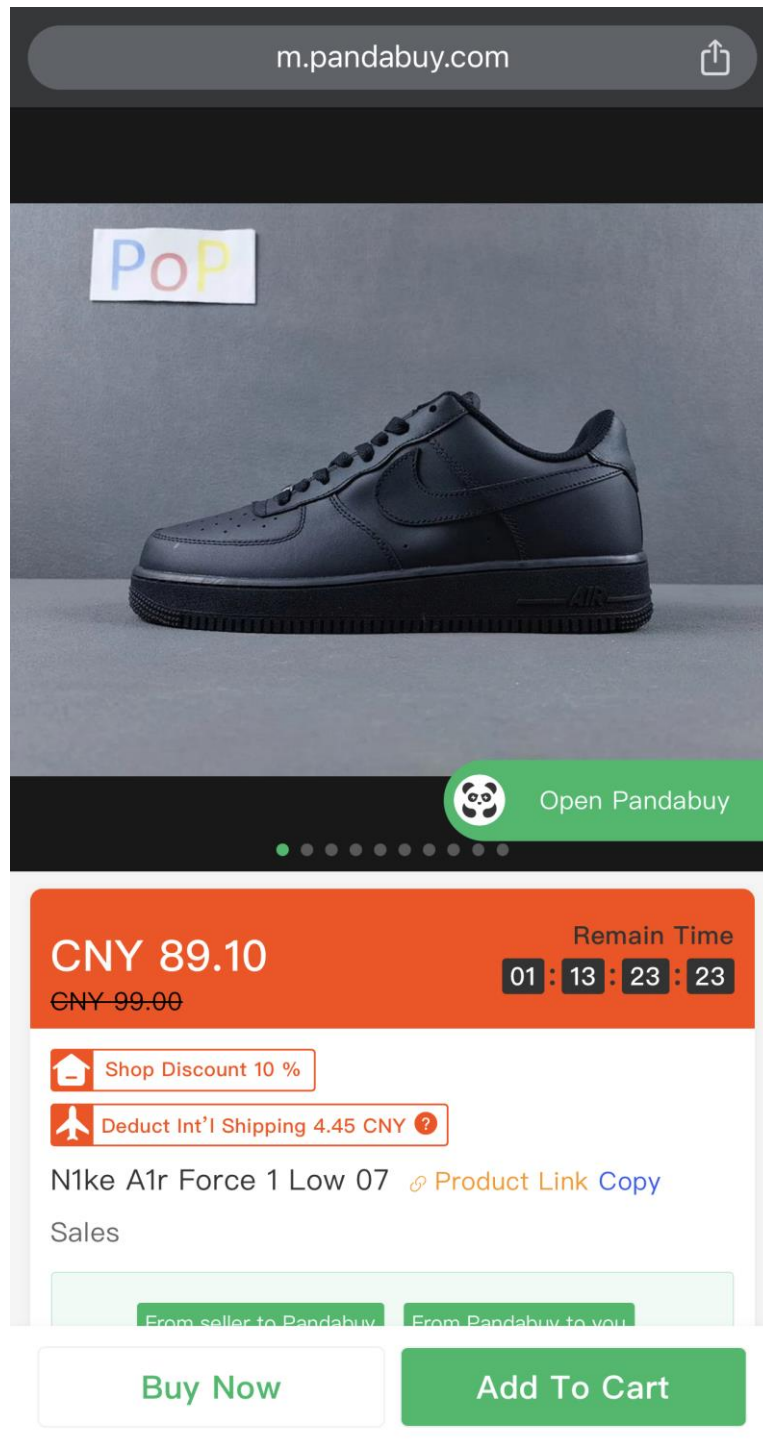
72. In addition to providing direct links to PandaBuy listings, W2C.net also provides a “Quality Check” link for each item which, when clicked, directs users to a part of the PandaBuy website that contains high-resolution photos of samples of the counterfeit item.

73. For example, W2C.net contains a “Buy on PandaBuy” link and “Quality Check” link for counterfeit Nike Air Force 1 shoes listed for \$14.95.⁶

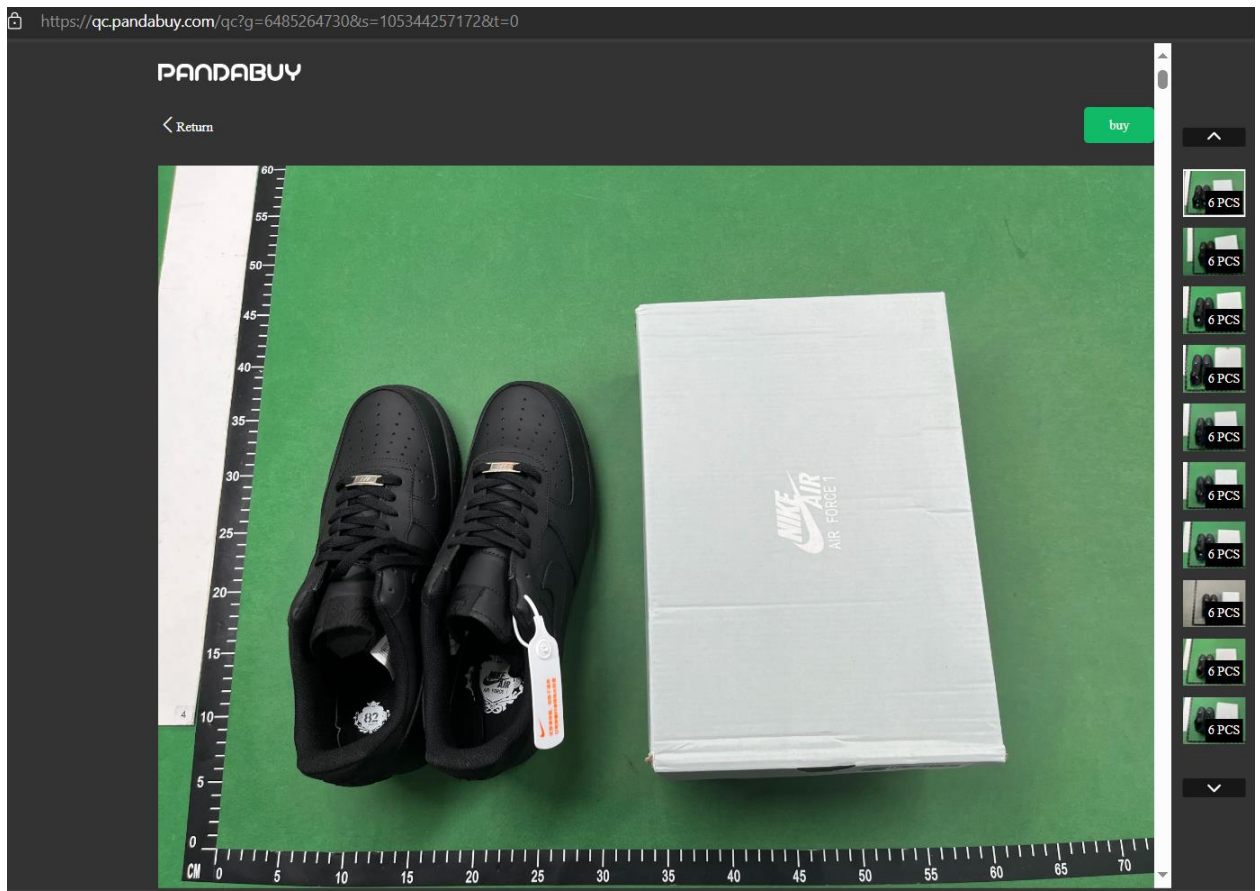


The “Buy on PandaBuy” button, when clicked, directs users to the PandaBuy page for that item.

⁶ An authentic pair of Nike Air Force 1 '07 shoes currently retails for \$115.00 on Nike’s website, www.nike.com.



The “Quality Check” button, when clicked, directs users to a page on PandaBuy that contains images of a sample of the counterfeit Nike shoe and box.



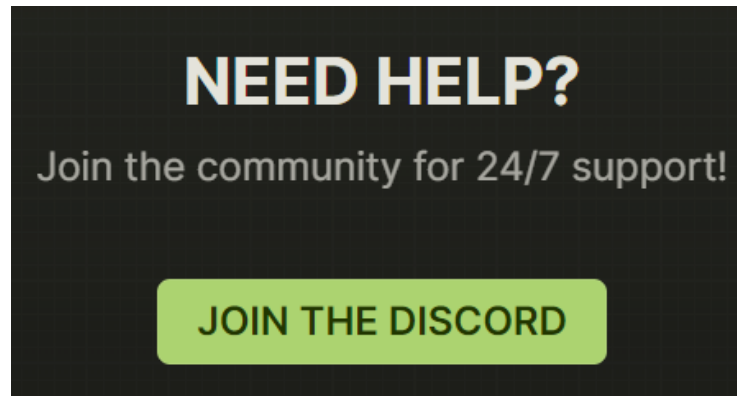
74. W2C.net also contains a “How-To” page, which contains step-by-step instructions for how to purchase and transport counterfeit goods to the United States via PandaBuy, as well as a “Sign Up Here” button which, when clicked, directs users to the PandaBuy website.

75. The “How-To” page also contains an embedded YouTube video published to Fox’s YouTube account, titled “How To Buy Items Off Pandabuy! | Best Guide (UPDATED 2023-2024),” which provides additional information and guidance on procuring counterfeit goods from overseas sellers via PandaBuy.

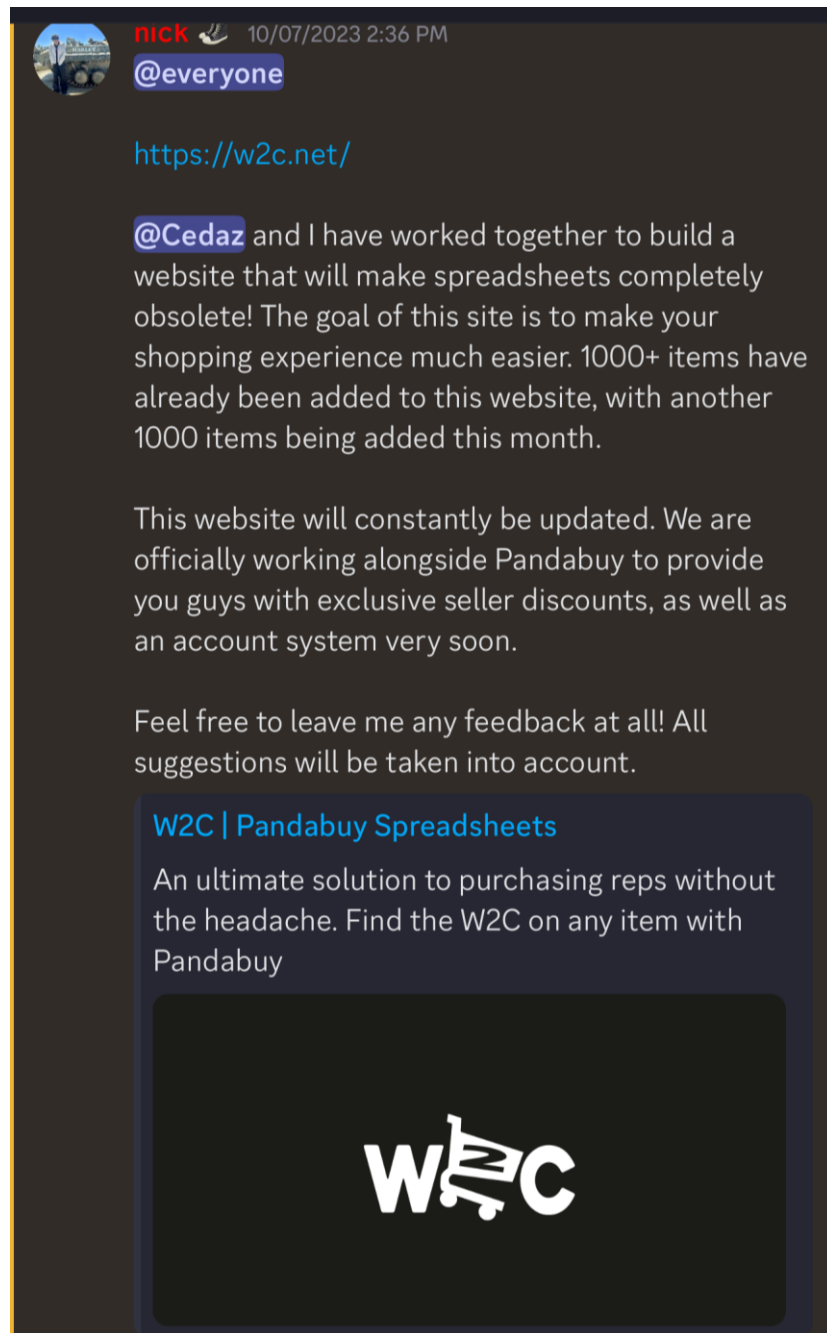
76. At the bottom of the W2C.net homepage is a “Buy From Us” button which, when clicked, directs visitors to the Closet Clearout Discord server that Tuinenburg created and co-operates with Fox and others.

77. W2C.net also features a help section that invites visitors to “[j]oin the community for 24/7 support,” and includes a “Join the Discord” button that directs

visitors to the PandaBuy Discord server when clicked.



78. On October 7, 2023, in the “announcements” channel of the MyDiscordIsTrash Discord server, Tuinenburg published a post announcing the launch of W2C.net, which is described as “[a]n ultimate solution to purchasing reps without the headache.” Tuinenburg also indicates that he and Fox (identified by his username “Cedaz”) built W2C.net and are “officially working alongside Pandabuy.”



C. MyFitsAreTrash.net and Landing Pages

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79. On information and belief, Tuinenburg also controls and operates the website located at myfitsaretrash.net, which features links to W2C.net, the PandaBuy website, the MyDiscordIsTrash Discord server, the Closet Clearout Discord server, three counterfeit goods sellers' websites, and several of Tuinenburg's social media accounts.

1 80. Myfitsaretrash.net also contains a link to a Google Sheets spreadsheet,
 2 identified as “My Spreadsheet! (1500+ finds),”⁷ which contains a list of
 3 counterfeit goods, including counterfeit Nike-branded goods, available for
 4 purchase on PandaBuy, as well as a list of recommended counterfeit goods sellers.

5 81. Myfitsaretrash.net also contains an embedded YouTube video titled
 6 “How to Buy Reps! – A 6 Minute Easy To Follow Guide,” which Tuinenburg
 7 created and published to his YouTube account, “myfitsaretrash,” on July 8, 2023.
 8 As the title suggests, the video is a tutorial for how to purchase and transport to
 9 the United States counterfeit goods offered via PandaBuy.

10 82. On information and belief, Tuinenburg also controls and operates
 11 three social media landing pages: (1) <https://linktr.ee/nickpandaguy>; (2)
 12 <https://campsite.bio/myfitsaretrash>; and (3) <https://withkoji.com/@myfitsaretrash>.

13 83. Each of these landing pages contain links to the PandaBuy website,
 14 the MyDiscordIsTrash Discord server, the PandaBuy Discord server, two
 15 counterfeit goods sellers’ websites, one or more of Tuinenburg’s social media
 16 accounts, Tuinenburg’s “How to Buy Reps! – A 6 Minute Easy To Follow Guide”
 17 YouTube video, and the same Google Sheets spreadsheet featured on
 18 myfitsaretrash.net.

19 **D. Tuinenburg’s Promotion and Affiliate Marketing of Counterfeit Goods**
 20 **Websites Offering Counterfeit Nike-Branded Goods for Sale**







21 84. In addition to “officially working alongside PandaBuy” in connection
 22 with W2C.net, on information and belief, Tuinenburg is also an affiliate marketer
 23 for and/or partner of PandaBuy and various entities who offer counterfeit Nike-
 24

25 ⁷ Although Tuinenburg refers to this spreadsheet by various names across his
 26 different online platforms, the spreadsheet is titled “Nick’s Replica List,” and is
 27 publicly accessible at
 28 https://docs.google.com/spreadsheets/d/1ffvM_fax9iuLEvqgIwprl7SMf2n0B8YaSLKXb843Wo4/edit#gid=0.

1 branded goods, such as MuskSneaker.

2 85. As described above in connection with his activities on Discord,
3 Tuinenburg frequently provides referral discount and sign-up codes for PandaBuy,
4 MuskSneaker, and other counterfeit goods sellers and related services providers.
5 These referral discount codes are often, “nick.”

6 86. For example, Tuinenburg’s Google Sheets spreadsheet accessible on
7 myfitsaretrash.net features a prominent “Sign Up To PandaBuy” advertisement at
8 the top, a custom “nick” 5% shipping discount code, two links to Tuinenburg’s
9 “How to Buy Reps! – A 6 Minute Easy To Follow Guide” YouTube video, a QR
10 code that directs to a download page for the PandaBuy app, and hundreds of links
11 to counterfeit products offered on the PandaBuy website, including dozens of
12 counterfeit Nike-branded goods.

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2	<div><div><div><div>SIGN UP TO PANDABUY</div><div>(Code: "nick" for 5% off shipping)</div><div>↓ JOIN DISCORD FOR HELP! DM @wbz or @ye for more help ↓</div><div>http://discord.gg/trash</div><div>Video Explaining How To Buy Replicas</div></div><div>Watch here: PANDABUY TUTORIAL</div><div>USE CONTROL + F ON KEYBOARD TO NAVIGATE THROUGH THE SPREADSHEET</div><div><div>How to translate:</div><div>PC (Chrome browser): Right click the page and click "Translate to English"</div><div>Mobile: copy the link and paste it into Pandabuy.</div><div>Mac: read this: https://support.apple.com/guide/safari/translate-a-webpage-beta-librv646b2ca2/mac</div></div><div>ALL SIZING IS IN US SIZING, IF YOU ARE WORRIED ABOUT SOMETHING NOT FITTING, SIZE UP! THIS APPLIES TO SHOES AND CLOTHES.</div><div><div><div>🔥 Recommended seller 🔥</div><div>Budget Shoes</div><div>https://budgetshoes.x.yupoo.com/albums</div></div><table><thead><tr><th>Item Name</th><th>Taobao/Weidian Link</th><th>Price (CNY)</th><th>Price (USD)</th><th>Image</th></tr></thead><tbody><tr><td>AJ4 Black Cats</td><td>https://pandabuy.page.link/6MLDzsEBSNxD5q6</td><td>¥195.00</td><td>\$29.45</td><td></td></tr><tr><td>Black on Black Bapestas</td><td>https://pandabuy.page.link/Y1Yr8h73Nnp2VLQ8</td><td>¥149.00</td><td>\$22.50</td><td></td></tr><tr><td>NEW SELLER: Pone!</td><td>https://docs.google.com/spreadsheets/d/1KH9vnPK</td><td>¥400.00</td><td>\$60.40</td><td></td></tr></tbody></table></div></div></div>							Item Name	Taobao/Weidian Link	Price (CNY)	Price (USD)	Image	AJ4 Black Cats	https://pandabuy.page.link/6MLDzsEBSNxD5q6	¥195.00	\$29.45		Black on Black Bapestas	https://pandabuy.page.link/Y1Yr8h73Nnp2VLQ8	¥149.00	\$22.50		NEW SELLER: Pone!	https://docs.google.com/spreadsheets/d/1KH9vnPK	¥400.00	\$60.40	
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87. In social media posts and videos published to his YouTube and TikTok accounts, Tuinenburg frequently advertises and promotes PandaBuy, including, for example, the “How to Buy Reps! – A 6 Minute Easy To Follow Guide” YouTube video referenced above, which contains, in the video description, a PandaBuy sign-up link.

88. On information and belief, Tuinenburg has created and used numerous social media handles that contain “PandaBuy” or some cognizable association therewith, such as the TikTok usernames “pandabuynick,” “nickpanda_buy,” “nick.pandabuy,” “pandabuynick2,” and “nickpandaguy,” and the Instagram username “nick.pandabuy,” to further promote PandaBuy.

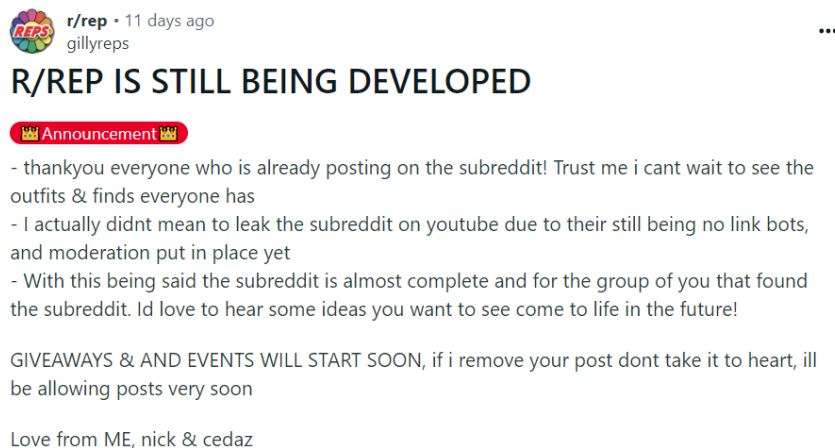
89. On information and belief, for every use of his referral discount and/or

sign-up codes on PandaBuy or other counterfeit goods websites, Tuinenburg receives a benefit in the form of site credit, money, and/or free merchandise from the counterfeit sellers and services providers he promotes.

E. Tuinenburg's Participation in r/rep Subreddit

90. Tuinenburg, operating under the Reddit username u/yupnick, is a moderator of the recently launched r/rep subreddit, a Reddit community devoted to counterfeit goods.

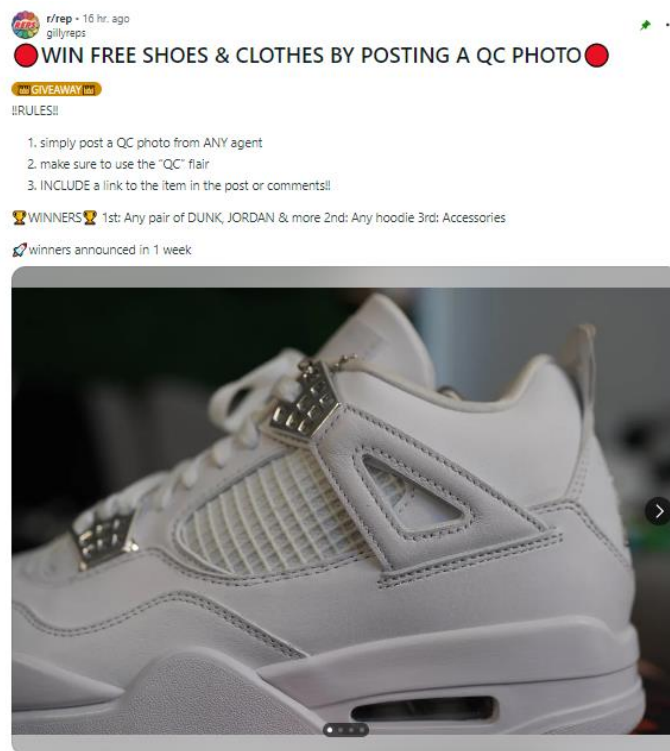
91. On December 11, 2023, Tuinenburg, along with Fox and another seller from the Closet Clearout Discord server known as “gillyreps,” made the r/rep subreddit publicly accessible. Prior to that date, the subreddit displayed a “coming soon” message posted by “gillyreps” and signed “Love from ME, nick & cedaz.” On information and belief, “nick” refers to Tuinenburg.



92. After the r/rep subreddit was made publicly accessible, “gillyreps” posted a welcome video in which the trio announced the launch of the subreddit. In the video, they explain that the new subreddit is intended to be a more “user-friendly” alternative to their respective counterfeit goods-related Discord servers, and a way to centrally and collectively preserve their respective “rep”-related social media content in the face of frequent account bans and terminations on the other social media platforms to which they publish their content. In the subreddit’s

description, Tuinenburg and his partners describe the r/rep subreddit as the “[b]est upcoming replica community.”

93. On the same day that r/rep opened to the public, the trio announced a weekly giveaway wherein Reddit users who posted photos and links to counterfeit goods on r/rep would be entered into the giveaway. According to the post, the first-place prize is “[a]ny pair of DUNK, JORDAN[s].” The announcement included example photographs of counterfeit Nike Air Jordan 4 shoes.



94. Tuinenburg’s continuation and expansion of his counterfeiting activities through W2C.net, the r/rep subreddit, and other channels, exacerbates the harm Nike has suffered and will continue to suffer as a consequence of Tuinenburg’s unauthorized use of Nike’s trademarks.

95. Tuinenburg’s acts complained of herein are willful and deliberate.

1 96. Tuinenburg’s acts complained of herein have caused damage to Nike in
2 an amount to be determined at trial, and such damages will continue to increase
3 unless Fox is permanently enjoined from his wrongful acts.

4 97. Tuinenburg’s acts complained of herein have caused Nike to suffer
5 irreparable injury to its business. Plaintiff will suffer substantial loss of goodwill
6 and reputation unless and until Tuinenburg is permanently enjoined from the
7 wrongful acts complained of herein.

8
9 **F. Divide the Youth’s Infringement of Nike’s Registered Dunk Trade**
10 **Dress and DUNK Trademark**

11 98. DTY has attempted to capitalize on the strength and fame of Nike and
12 its Dunk Trade Dress by making, promoting, advertising, marketing, and selling in
13 the United States footwear bearing the Dunk Trade Dress and/or confusingly similar
14 designs (the “Infringing Products”).

15 99. DTY’s Infringing Products include at least products DTY refers to as
16 the “Brown Division Lows” or “Brown Division Dunks,” and any other footwear
17 or apparel products that bear the Dunk Trade Dress and/or confusingly similar
18 designs. An example of the Infringing Products is pictured below next to the
19 registered Dunk Trade Dress and a genuine Nike product bearing the Dunk Trade
20 Dress.

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Dunk Trade Dress	Genuine Dunks	Infringing Products
		

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100. DTY also promotes and sells the Infringing Products using the DUNK word mark, including by calling its fakes “DUNKS” in promotional social media posts and using the DUNK word mark in the URL of the DTY webpage from which the Infringing Products are sold, <https://shop.dividetheyouth.com/products/brown-division-dunks> (emphasis added).

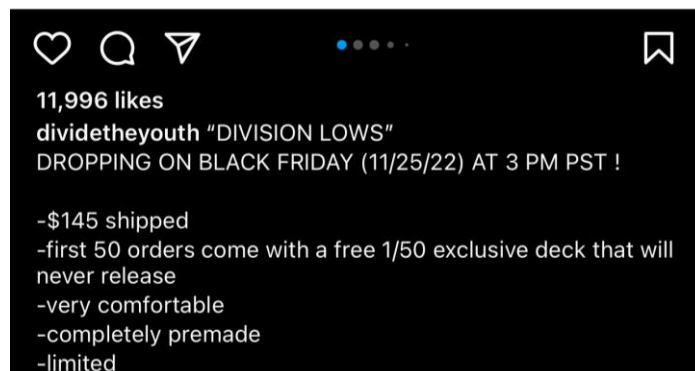
101. On information and belief, DTY promotes and sells Infringing Products on its website at dividetheyouth.com and on a variety of social media accounts, including Instagram and Discord.

102. On March 4, 2022, Tuinenburg published a post on the Divide the Youth Discord server in which he previewed the Infringing Products and referred to them as “division dunks.”



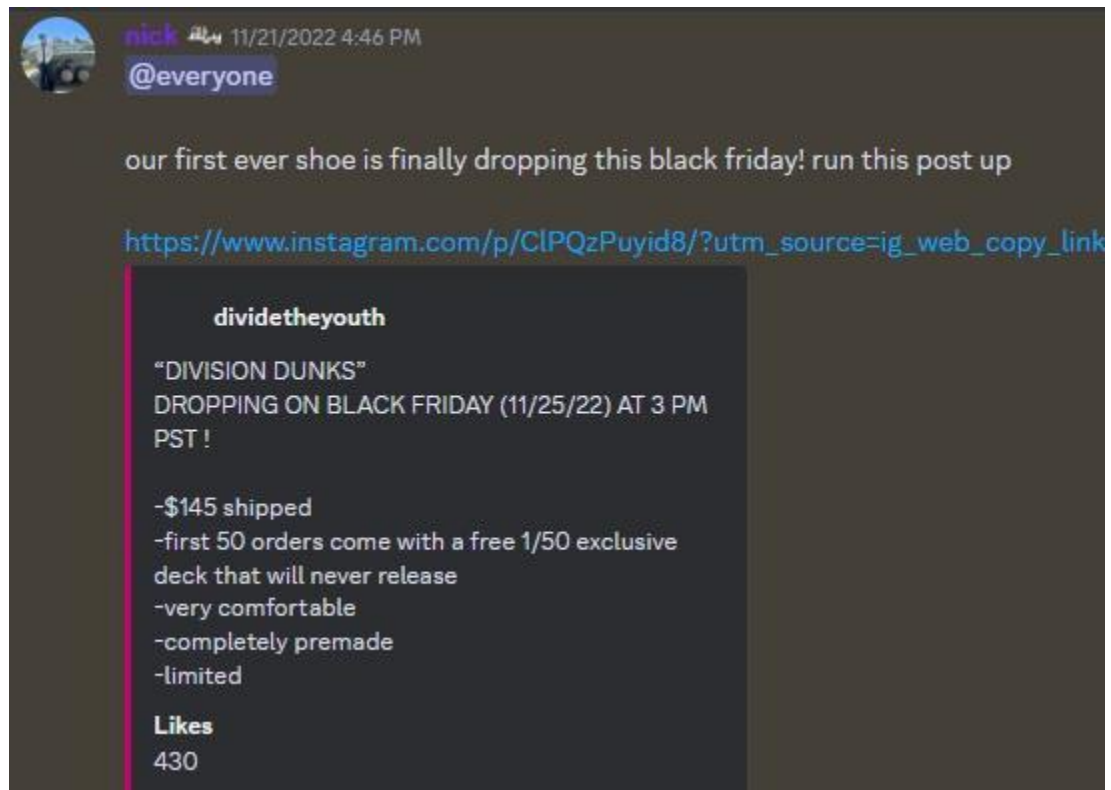
103. On November 21, 2022, DTY announced on its Instagram and Tuinenburg announced on the Divide the Youth Discord server that the “Division

1 Lows”/”Division Dunks”⁸ Infringing Product would be released on November 25,
2 2022, Black Friday.

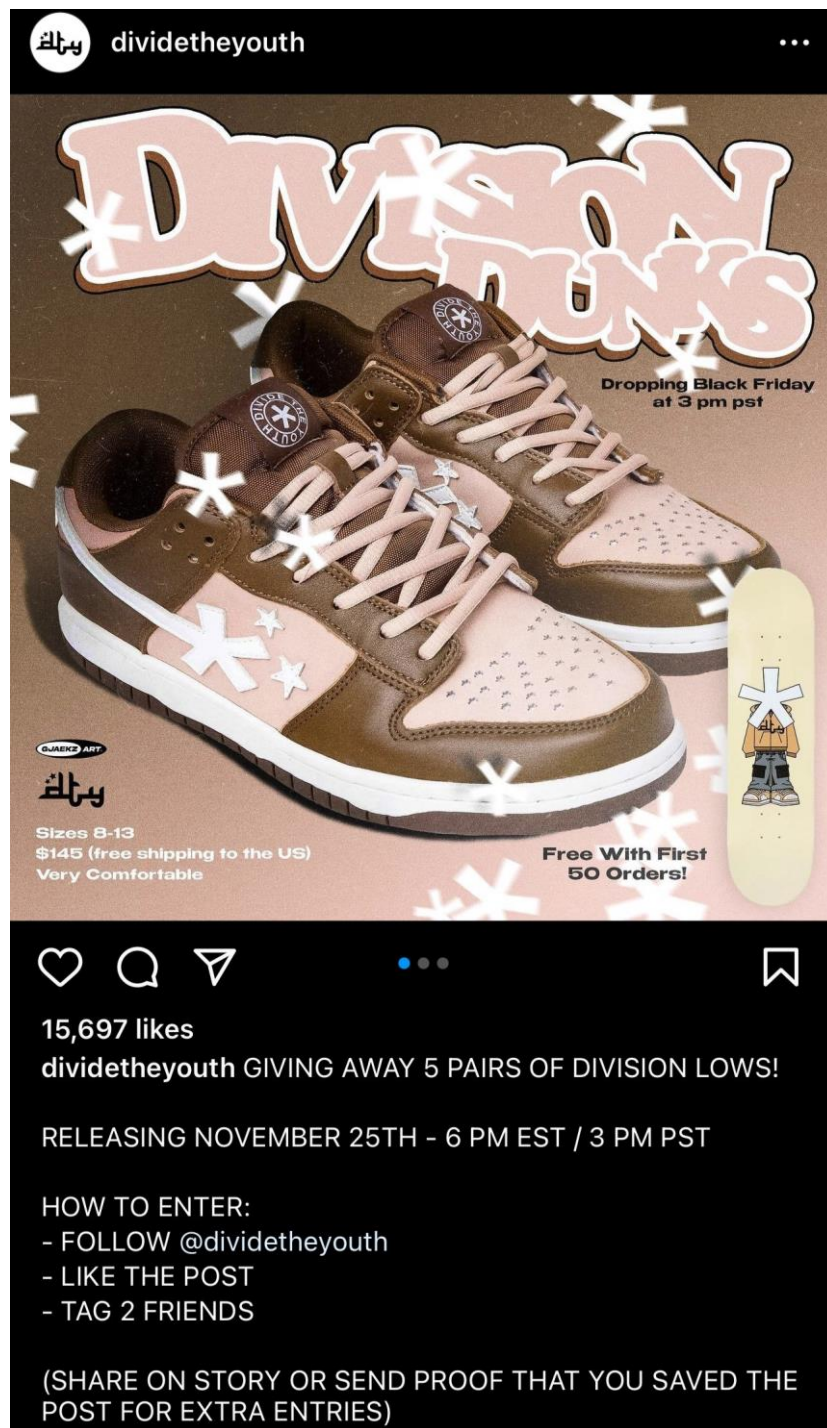


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⁸ As indicated by the screenshots of the November 21, 2022 Instagram and Discord posts included below, it appears that DTY and/or Tuinenburg at some point after publishing those posts edited the Instagram post to change “DIVISION DUNKS” to “DIVISION LOWS.” On information and belief, this revision was intended to conceal DTY’s unauthorized use of Nike’s DUNK word mark in connection with the advertising and sale of the Infringing Products.



104. On November 23, 2022, DTY announced on its Instagram a giveaway of five pairs of the “Division Lows”/”Division Dunks” Infringing Product to promote its upcoming release. The post prominently features “Division Dunks” in large, stylized text.



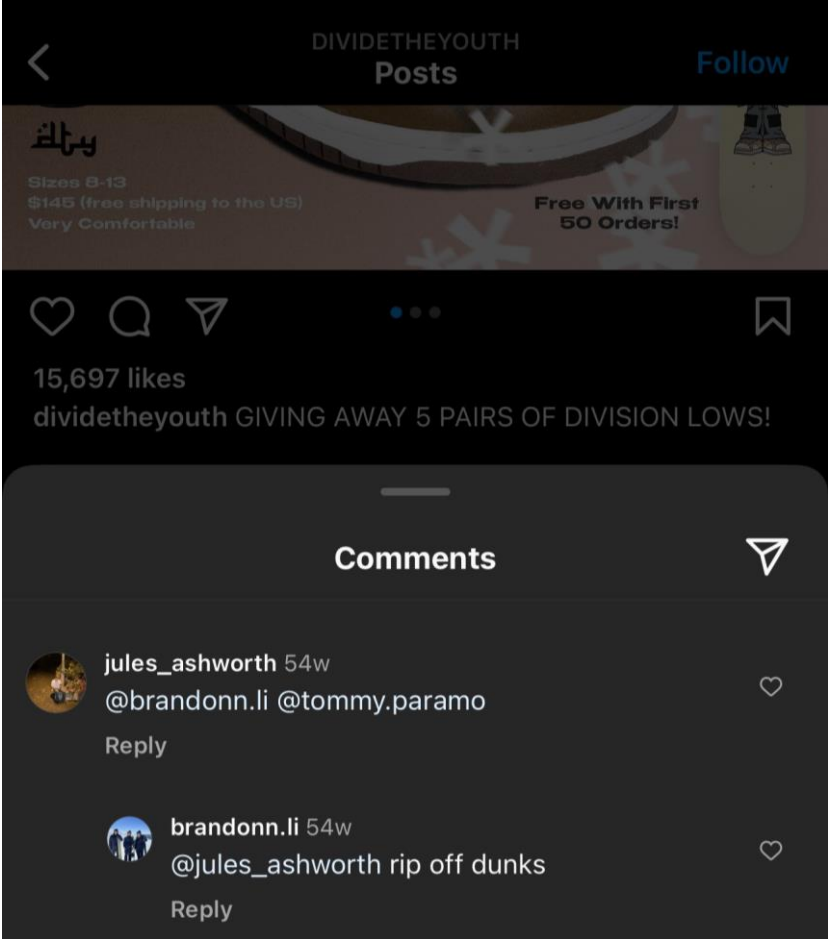
105. DTY's Infringing Products are not genuine Nike products. Nike did not manufacture or inspect the Infringing Products or any component of the Infringing Products, and it did not authorize DTY to make, promote, advertise, market, or sell the Infringing Products.

1 106. DTY's Infringing Products travel in the identical channels of trades and
2 are sold to identical consumers as Nike's genuine products.

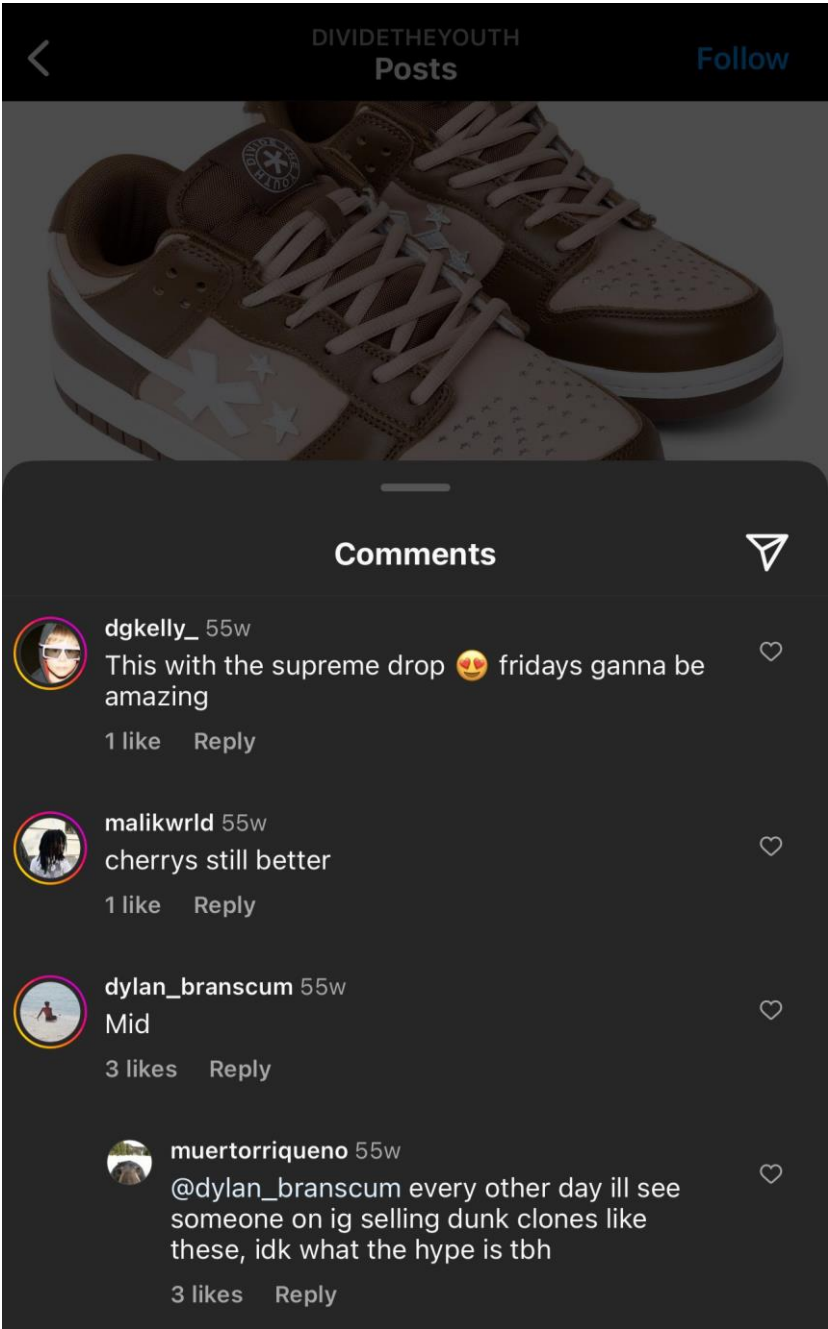
3 107. DTY has taken systematic steps in an attempt to falsely associate its
4 Infringing Products with Nike. DTY has attempted to capitalize on Nike's valuable
5 reputation and customer goodwill by using the Dunk Trade Dress, DUNK word
6 mark, and/or confusingly similar marks in a manner that is likely to cause
7 consumers and potential customers to believe that DTY's Infringing Products are
8 associated with Nike, when they are not.

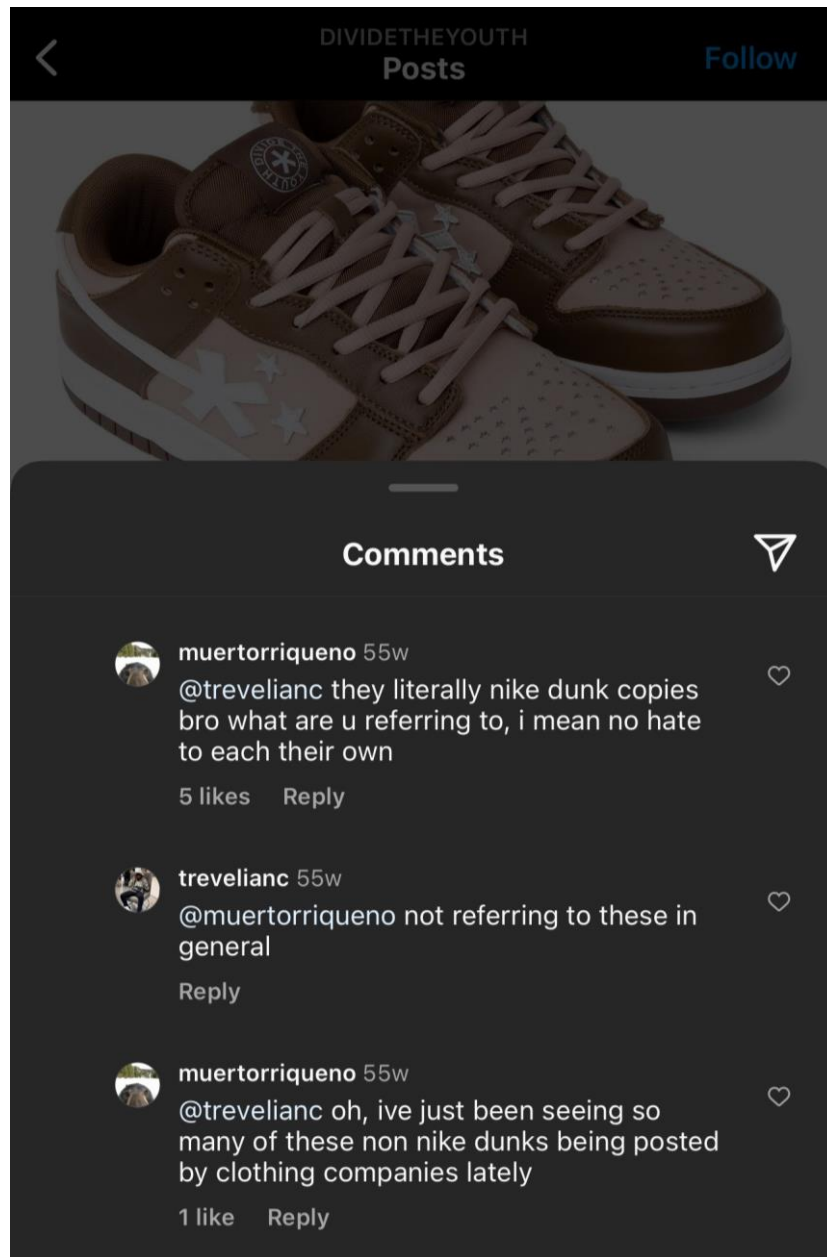
9 108. DTY has intentionally created confusion in the marketplace by, among
10 other things, using Nike's DUNK word mark and the Nike's Dunk Trade Dress to
11 promote and sell Infringing Products. Indeed, there is already confusion in the
12 marketplace regarding whether DTY's Infringing Products are legitimate Nike
13 Dunks or illegal fakes, as evidenced by at least the example consumer commentary
14 below.

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109. Unless stopped, DTY's Infringing Products and DTY's use of Nike's Dunk Trade Dress and DUNK word mark will continue to cause confusion in the marketplace, including but not limited to initial interest confusion, post-sale confusion, and confusion in the secondary markets.

110. DTY's actions alleged herein are intended to cause confusion, mistake, or deception as to the source of DTY's Infringing Products.

1 111. DTY's actions alleged herein are intended to cause consumers and
2 potential customers to believe that DTY's business and products are associated with
3 Nike, when they are not.

4 112. By virtue of the acts complained of herein, DTY has created a
5 likelihood of injury to Nike's business reputation and goodwill, caused a likelihood
6 of consumer confusion, mistake, and deception as to the source of origin or
7 relationship of Nike's products and DTY's Infringing Products, and has otherwise
8 competed unfairly by unlawfully trading on and using Nike's Dunk Trade Dress
9 and DUNK word mark without Nike's permission.

10 113. DTY's acts complained of herein are willful and deliberate.

11 114. DTY's acts complained of herein have caused damage to Nike in an
12 amount to be determined at trial, and such damages will continue to increase unless
13 DTY is permanently enjoined from his wrongful acts.

14 115. DTY's acts complained of herein have caused Nike to suffer irreparable
15 injury to its business. Plaintiff will suffer substantial loss of goodwill and reputation
16 unless and until DTY is permanently enjoined from the wrongful acts complained
17 of herein.

18 **FIRST CAUSE OF ACTION (TUINENBURG)**
19 **TRADEMARK INFRINGEMENT**
20 **15 U.S.C. § 1114**

21 116. Nike repeats and realleges each and every allegation in the foregoing
22 Paragraphs 1 to 115 as if fully set forth herein.

23 117. Nike's Asserted Marks are on the Principal Register of the United States
24 Patent and Trademark Office.

25 118. Through extensive and continuous use, Nike's Asserted Marks and the
26 goodwill of the businesses associated with them in the United States and throughout
27 the world are of significant value, are highly distinctive and arbitrary or fanciful,
28

1 and have become universally associated in the public mind with Nike, its products
2 and services, and the very highest quality and reputation.

3 119. Tuinenburg has knowingly used and continues to use in commerce,
4 without Nike's permission or authorization, Nike's Asserted Marks, and/or
5 confusingly similar marks, in connection with the sale, distribution, and advertising
6 of counterfeit Nike-branded goods.

7 120. Tuinenburg's conduct is intended to exploit the goodwill and reputation
8 associated with Nike's Asserted Marks.

9 121. Tuinenburg's use of Nike's Asserted Marks is likely to confuse,
10 mislead, or deceive potential consumers, purchasers, and the general purchasing
11 public as to the source, origin, sponsorship, or affiliation of the counterfeit Nike-
12 branded goods with Nike, and is likely to cause such people to erroneously believe
13 that the counterfeit Nike-branded goods have been authorized, sponsored,
14 approved, endorsed, or licensed by Nike or that Tuinenburg is in some way
15 affiliated with Nike.

16 122. Tuinenburg's unauthorized use of Nike's Asserted Marks constitutes
17 trademark infringement of Nike's federally registered trademarks, which has caused
18 damage to Nike and the substantial business and good will embodied in Nike's
19 trademarks in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

20 123. As a direct and proximate result of Tuinenburg's wrongful acts, Nike
21 has suffered, continues to suffer, and/or is likely to suffer damage to its trademarks,
22 business reputation, and good will that money cannot compensate. Unless enjoined,
23 Tuinenburg will continue to use Nike's Asserted Marks and/or confusingly similar
24 marks and will cause irreparable damage to Nike, Nike's Asserted Marks, and to
25 the business and good will represented thereby, for which Nike has no adequate
26 remedy at law.

1 124. Nike is further entitled to recover from Tuinenburg the actual damages
2 Nike has sustained, is sustaining, and/or is likely to sustain as a result of
3 Tuinenburg's wrongful acts.

4 125. Upon information and belief, Tuinenburg has obtained gains, profits,
5 and advantages as a result of his wrongful acts and will continue to do so in an
6 amount yet to be determined.

7 126. Tuinenburg's use of Nike's Asserted Marks and/or confusingly similar
8 marks has been intentional and willful. Tuinenburg's bad faith is evidenced, in part,
9 by his open and notorious trafficking and promotion of counterfeit goods, the
10 egregious and prominent use of Nike's Asserted Marks in connection with the sale
11 and promotion of the counterfeit Nike-branded goods, and the extensive nature of
12 the infringement. Because of the willful nature of Tuinenburg's wrongful acts, Nike
13 is entitled to an award of treble damages and increased profits under 15 U.S.C. §
14 1117.

15 127. Because this is an exceptional case, Nike is also entitled to recover its
16 costs of suit and its attorneys' fees pursuant to 15 U.S.C. § 1117.

17 **SECOND CAUSE OF ACTION (TUINENBURG)**
18 **CONTRIBUTORY TRADEMARK INFRINGEMENT**
19 **15 U.S.C. § 1114**

20 128. Nike repeats and realleges each and every allegation in the foregoing
21 Paragraphs 1 to 127 as if fully set forth herein.

22 129. Nike's Asserted Marks are on the Principal Register of the United States
23 Patent and Trademark Office.

24 130. Through extensive and continuous use, Nike's Asserted Marks and the
25 goodwill of the businesses associated with them in the United States and throughout
26 the world are of significant value, are highly distinctive and arbitrary or fanciful,
27 and have become universally associated in the public mind with Nike, its products
28 and services, and the very highest quality and reputation.

1 131. Through at least Discord, W2C.net, and other social media and
2 websites, Tuinenburg has knowingly provided and continues to provide advertising,
3 marketing, promotional, and marketplace services to third-party sellers of
4 counterfeit Nike-branded goods, with the knowledge, expectation, and/or intention
5 that such third parties are selling or offering for sale counterfeit Nike-branded goods
6 and are using Nike's Asserted Marks without Nike's permission or authorization.

7 132. The unauthorized uses of Nike's Asserted Marks by third-party sellers
8 of counterfeit Nike-branded goods aided by Tuinenburg, are likely to confuse,
9 mislead, or deceive potential consumers, purchasers, and the general purchasing
10 public as to the source, origin, sponsorship, or affiliation of the counterfeit Nike-
11 branded goods with Nike, and is likely to cause such people to erroneously believe
12 that the counterfeit Nike-branded goods have been authorized, sponsored,
13 approved, endorsed, or licensed by Nike or that third-party sellers aided by
14 Tuinenburg are in some way affiliated with Nike.

15 133. Tuinenburg's knowing and deliberate provision of advertising,
16 marketing, and marketplace services to third-party sellers of counterfeit Nike-
17 branded goods, constitutes contributory trademark infringement of Nike's federally
18 registered trademarks, which has caused damage to Nike and the substantial
19 business and good will embodied in Nike's trademarks in violation of Section 32 of
20 the Lanham Act, 15 U.S.C. § 1114.

21 134. As a direct and proximate result of Tuinenburg's wrongful acts, Nike
22 has suffered, continues to suffer, and/or is likely to suffer damage to its trademarks,
23 business reputation, and good will that money cannot compensate. Unless enjoined,
24 Tuinenburg will continue to contribute to third parties' infringing uses of Nike's
25 Asserted Marks and/or confusingly similar marks and will cause irreparable damage
26 to Nike, Nike's Asserted Marks, and to the business and good will represented
27 thereby, for which Nike has no adequate remedy at law.
28

1 135. Nike is further entitled to recover from Tuinenburg the actual damages
2 Nike has sustained, is sustaining, and/or is likely to sustain as a result of
3 Tuinenburg's wrongful acts.

4 136. Upon information and belief, Tuinenburg has obtained gains, profits,
5 and advantages as a result of his wrongful acts and will continue to do so in an
6 amount yet to be determined.

7 137. Tuinenburg's provision of advertising, marketing, and marketplace
8 services to third-party sellers of counterfeit Nike-branded goods has been
9 intentional and willful. Tuinenburg's bad faith is evidenced, in part, by his open
10 and notorious trafficking and promotion of counterfeit goods, the egregious and
11 prominent use of Nike's Asserted Marks in connection with the sale and promotion
12 of the counterfeit Nike-branded goods, and the extensive nature of the infringement.
13 Because of the willful nature of Tuinenburg's wrongful acts, Nike is entitled to an
14 award of treble damages and increased profits under 15 U.S.C. § 1117.

15 138. Because this is an exceptional case, Nike is also entitled to recover its
16 costs of suit and its attorneys' fees pursuant to 15 U.S.C. § 1117.

17 **THIRD CAUSE OF ACTION (TUINENBURG)**
18 **TRADEMARK COUNTERFEITING**
19 **15 U.S.C. § 1114**

20 139. Nike repeats and realleges each and every allegation in the foregoing
21 Paragraphs 1 to 138 as if fully set forth herein.

22 140. Nike's Asserted Marks are on the Principal Register of the United States
23 Patent and Trademark Office.

24 141. Through extensive and continuous use, Nike's Asserted Marks and the
25 goodwill of the businesses associated with them in the United States and throughout
26 the world are of significant value, are highly distinctive and arbitrary or fanciful,
27 and have become universally associated in the public mind with Nike, its products
28 and services, and the very highest quality and reputation.

1 142. Tuinenburg is acquiring, offering for sale, selling and shipping directly
2 to consumers shoes bearing counterfeits of the following Nike federally registered
3 trademarks: Reg. No. 1,370,283 (AIR JORDAN word mark); Reg. No. 3,725,535
4 (Air Jordan & Wings Design mark); Reg. No. 3,627,820 (JUMPMAN word mark);
5 Reg. No. 1,558,100 (JumpMan Design mark); Reg. No. 978,952 (NIKE word
6 mark); Reg. No. 1,214,930 (NIKE word mark); Reg. No. 977,190 (Swoosh Design
7 mark); Reg. No. 1,323,343 (Swoosh Design mark); and Reg. No. 1,325,938 (NIKE
8 & Swoosh Design mark).

9 143. Tuinenburg's counterfeiting activities are likely to cause and actually
10 are causing confusion, mistake, and deception among the general consuming public
11 as to the quality of Nike's authentic shoes. Tuinenburg's unlawful acts are intended
12 to reap the benefit of the immense goodwill that Nike has created in its goods and
13 constitute counterfeiting of the following Nike federally registered trademarks in
14 violation of § 32(1) of the Lanham Act, 15 U.S.C. § 1114(1): Reg. No. 1,370,283
15 (AIR JORDAN word mark); Reg. No. 3,725,535 (Air Jordan & Wings Design
16 mark); Reg. No. 3,627,820 (JUMPMAN word mark); Reg. No. 1,558,100
17 (JumpMan Design mark); Reg. No. 978,952 (NIKE word mark); Reg. No.
18 1,214,930 (NIKE word mark); Reg. No. 977,190 (Swoosh Design mark); Reg. No.
19 1,323,343 (Swoosh Design mark); and Reg. No. 1,325,938 (NIKE & Swoosh
20 Design mark).

21 144. Unless enjoined, Tuinenburg will continue to deceive the public with
22 his counterfeiting conduct and Nike will continue to suffer immediate and
23 irreparable injury, for which Nike has no adequate remedy at law.

24 145. Because Tuinenburg's conduct is willful, Nike is entitled to statutory
25 damages of up to \$2 million per counterfeit mark per type of goods or services sold,
26 offered for sale, or distributed, pursuant to 15 U.S.C. § 1117.

27 146. Because this is an exceptional case, Nike is also entitled to recover its
28 costs of suit and its attorneys' fees pursuant to 15 U.S.C. § 1117.

FOURTH CAUSE OF ACTION (TUINENBURG)
CONTRIBUTORY TRADEMARK COUNTERFEITING
15 U.S.C. § 1114

147. Nike repeats and realleges each and every allegation in the foregoing Paragraphs 1 to 146 as if fully set forth herein.

148. Nike's Asserted Marks are on the Principal Register of the United States Patent and Trademark Office.

149. Through extensive and continuous use, Nike's Asserted Marks and the goodwill of the businesses associated with them in the United States and throughout the world are of significant value, are highly distinctive and arbitrary or fanciful, and have become universally associated in the public mind with Nike, its products and services, and the very highest quality and reputation.

150. Tuinenburg is knowingly and intentionally facilitating and materially supplying, *inter alia*, advertising, marketing, and marketplace services, of which he has direct control and monitoring ability, to directly-infringing third parties that use Tuinenburg's services to offer for sale, sell and ship directly to consumers shoes bearing counterfeits of the following Nike federally registered trademarks: Reg. No. 1,370,283 (AIR JORDAN word mark); Reg. No. 3,725,535 (Air Jordan & Wings Design mark); Reg. No. 3,627,820 (JUMPMAN word mark); Reg. No. 1,558,100 (JumpMan Design mark); Reg. No. 978,952 (NIKE word mark); Reg. No. 1,214,930 (NIKE word mark); Reg. No. 977,190 (Swoosh Design mark); Reg. No. 1,323,343 (Swoosh Design mark); and Reg. No. 1,325,938 (NIKE & Swoosh Design mark). In the provision of such services, Tuinenburg knowingly and intentionally induces third parties to directly infringe Nike's Asserted Marks.

151. Tuinenburg's counterfeiting activities are likely to cause and actually are causing confusion, mistake, and deception among the general consuming public as to the quality of Nike's authentic shoes. Tuinenburg's unlawful acts are intended to reap the benefit of the immense goodwill that Nike has created in its goods and

1 constitute counterfeiting of the following Nike federally registered trademarks in
 2 violation of § 32(1) of the Lanham Act, 15 U.S.C. § 1114(1): Reg. No. 1,370,283
 3 (AIR JORDAN word mark); Reg. No. 3,725,535 (Air Jordan & Wings Design
 4 mark); Reg. No. 3,627,820 (JUMPMAN word mark); Reg. No. 1,558,100
 5 (JumpMan Design mark); Reg. No. 978,952 (NIKE word mark); Reg. No.
 6 1,214,930 (NIKE word mark); Reg. No. 977,190 (Swoosh Design mark); Reg. No.
 7 1,323,343 (Swoosh Design mark); and Reg. No. 1,325,938 (NIKE & Swoosh
 8 Design mark).

9 152. Unless enjoined, Tuinenburg will continue to supply material services
 10 to sellers of counterfeit Nike-branded goods that deceive the public and directly
 11 infringe on Nike's Asserted Marks, and Nike will continue to suffer immediate and
 12 irreparable harm, for which Nike has no adequate remedy at law.

13 153. Because Tuinenburg's conduct is willful, Nike is entitled to statutory
 14 damages of up to \$2 million per counterfeit mark per type of goods or services sold,
 15 offered for sale, or distributed, pursuant to 15 U.S.C. § 1117.

16 154. Because this is an exceptional case, Nike is also entitled to recover its
 17 costs of suit and its attorneys' fees pursuant to 15 U.S.C. § 1117.

18 **FIFTH CAUSE OF ACTION (TUINENBURG)**
 19 **FALSE DESIGNATION OF ORIGIN / UNFAIR COMPETITION**
 20 **15 U.S.C. § 1125(a)**

21 155. Nike repeats and realleges each and every allegation in the foregoing
 22 Paragraphs 1 to 154 as if fully set forth herein.

23 156. Tuinenburg's unauthorized use of Nike's Asserted Marks and/or
 24 confusingly similar marks constitutes a false designation of origin that is likely to
 25 cause consumer confusion, mistake, or deception as to the origin, sponsorship, or
 26 approval of the counterfeit Nike-branded goods by creating the false and/or
 27 misleading impression the counterfeit Nike-branded goods are produced by,
 28 authorized by, or otherwise associated with Nike.

1 157. As a direct and proximate result of Tuinenburg's wrongful acts, Nike
2 has suffered, continues to suffer, and/or is likely to suffer damage to its trademarks,
3 business reputation, and good will that money cannot compensate. Unless enjoined,
4 Tuinenburg will continue to use Nike's Asserted Marks and/or confusingly similar
5 marks and will cause irreparable damage to Nike, Nike's Asserted Marks, and to
6 the business and good will represented thereby, for which Nike has no adequate
7 remedy at law.

8 158. Nike is further entitled to recover from Tuinenburg the actual damages
9 Nike has sustained, is sustaining, and/or is likely to sustain as a result of
10 Tuinenburg's wrongful acts.

11 159. Tuinenburg's use of Nike's Asserted Marks and/or confusingly similar
12 marks has been intentional and willful. Tuinenburg's bad faith is evidenced, in part,
13 by his open and notorious trafficking and promotion of counterfeit goods, the
14 egregious and prominent use of Nike's Asserted Marks in connection with the sale
15 and promotion of the counterfeit Nike-branded goods, and the extensive nature of
16 the infringement. Because of the willful nature of Tuinenburg's wrongful acts, Nike
17 is entitled to an award of treble damages and increased profits under 15 U.S.C. §
18 1117.

19 160. Because this is an exceptional case, Nike is also entitled to recover its
20 costs of suit and its attorneys' fees pursuant to 15 U.S.C. § 1117.

21 **SIXTH CAUSE OF ACTION (TUINENBURG)**
22 **COMMON LAW TRADEMARK INFRINGEMENT**
23 **AND UNFAIR COMPETITION**

24 161. Nike repeats and realleges each and every allegation in the foregoing
25 Paragraphs 1 to 160 as if fully set forth herein.

26 162. Through its prior and continuous use of its Asserted Marks in
27 commerce, Nike's Asserted Marks have become widely known, and Nike has been
28

1 identified in the public mind as the manufacturer of the products to which the Nike
2 Asserted Marks are applied.

3 163. Through its prior and continuous use of its Asserted Marks in
4 commerce, Nike enjoys exclusive common law rights in the Asserted Marks.

5 164. Tuinenburg's use of Nike's Asserted Marks is without any permission,
6 license or other authorization from Nike.

7 165. Tuinenburg, with knowledge and intentional disregard of Nike's rights,
8 continues to advertise, promote, and sell counterfeit goods using Nike's Asserted
9 Marks and/or confusingly similar marks. Tuinenburg's acts have caused, continue
10 to cause, and/or are likely to cause confusion as to the source and/or sponsorship of
11 the counterfeit Nike-branded goods.

12 166. Tuinenburg's acts as alleged herein constitute common law trademark
13 infringement, and have already caused Nike irreparable damage and will, unless
14 enjoined, continue to so damage Nike, which has no adequate remedy at law.

15 167. Upon information and belief, Tuinenburg committed the acts alleged
16 herein knowingly, willfully, wantonly, oppressively, fraudulently, maliciously, and
17 in conscious disregard of Nike's rights, thereby entitling Nike to exemplary and
18 punitive damages pursuant to the common law of the State of California in an
19 amount sufficient to punish, deter, and make an example of Tuinenburg.

20 **SEVENTH CAUSE OF ACTION (TUINENBURG)**
21 **UNFAIR COMPETITION IN VIOLATION OF**
22 **CAL. BUS. & PROF. CODE §§ 17200, et seq.**

23 168. Nike repeats and realleges each and every allegation in the foregoing
24 Paragraphs 1 to 167 as if fully set forth herein.

25 169. By reason of the foregoing, Tuinenburg has been, and is, engaged in
26 unlawful, unfair and/or fraudulent business practices in violation of §§ 17200, et
27 seq., of the California Bus. & Prof. Code.
28

170. As a direct and proximate result of Tuinenburg's counterfeiting activities and unauthorized use of the Asserted Marks and/or confusingly similar marks Nike has suffered, continues to suffer, and/or is likely to suffer damage to its trademarks, business reputation, and goodwill that money cannot compensate. Unless enjoined, Tuinenburg will continue to deceive the public with his counterfeiting conduct and unauthorized use of the Asserted Marks and/or confusingly similar marks, and will cause irreparable damage to Nike for which Nike has no adequate remedy at law. Thus, Nike is entitled to: (a) an injunction restraining Tuinenburg and, as applicable, his agents, servants, and employees, and all persons acting in concert with him, from counterfeiting and using the Asserted Marks and/or confusingly similar marks; and (b) restitution of Tuinenburg's profits earned from his counterfeiting and unauthorized use of the Asserted Marks and/or confusingly similar marks in which profits Nike has a vested interest.

EIGHTH CAUSE OF ACTION (DTY)
TRADEMARK INFRINGEMENT
15 U.S.C. § 1114

171. Nike repeats and realleges each and every allegation in the foregoing Paragraphs 1 to 170 as if fully set forth herein.

172. Nike's Dunk Trade Dress and DUNK word mark are on the Principal Register of the United States Patent and Trademark Office.

173. Through extensive and continuous use, Nike's Dunk Trade Dress and DUNK word mark, and the goodwill of the businesses associated with them in the United States and throughout the world are of significant value, are highly distinctive and arbitrary or fanciful, and have become universally associated in the public mind with Nike, its products and services, and the very highest quality and reputation.

174. DTY has knowingly used and continues to use in commerce, without Nike's permission or authorization, Nike's Dunk Trade Dress and DUNK word

1 mark, and/or confusingly similar marks, in connection with the sale, distribution,
2 and advertising of products DTY manufactures, advertises, promotes, and sells in
3 the United States, including the Infringing Products.

4 175. DTY's conduct is intended to call to mind and create a likelihood of
5 confusion with regard to, and exploit the goodwill and reputation associated with,
6 Nike's Dunk Trade Dress and DUNK word mark.

7 176. DTY's use of Nike's Dunk Trade Dress and DUNK word mark is likely
8 to confuse, mislead, or deceive potential consumers, purchasers, and the general
9 purchasing public as to the source, origin, sponsorship, or affiliation of DTY or
10 DTY's Infringing Products, and is likely to cause such people to erroneously believe
11 that DTY's Infringing Products have been authorized, sponsored, approved,
12 endorsed, or licensed by Nike or that DTY is in some way affiliated with Nike.

13 177. DTY's unauthorized use of Nike's Dunk Trade Dress and DUNK word
14 mark constitutes trademark infringement of Nike's federally registered trademarks,
15 which has caused damage to Nike and the substantial business and good will
16 embodied in Nike's trademarks in violation of Section 32 of the Lanham Act, 15
17 U.S.C. § 1114.

18 178. As a direct and proximate result of DTY's wrongful acts, Nike has
19 suffered, continues to suffer, and/or is likely to suffer damage to its trademarks,
20 business reputation, and good will that money cannot compensate. Unless enjoined,
21 DTY will continue to use Nike's Dunk Trade Dress, DUNK word mark, and/or
22 confusingly similar marks and will cause irreparable damage to Nike, Nike's Dunk
23 Trade Dress, Nike's DUNK word mark, and to the business and good will
24 represented thereby, for which Nike has no adequate remedy at law.

25 179. Nike is further entitled to recover from DTY the actual damages Nike
26 has sustained, is sustaining, and/or is likely to sustain as a result of DTY's wrongful
27 acts.
28

180. Upon information and belief, DTY has obtained gains, profits, and advantages as a result of its wrongful acts and will continue to do so in an amount yet to be determined.

181. DTY's use of Nike's Dunk Trade Dress, Nike's DUNK word mark, and/or confusingly similar marks has been intentional and willful. DTY's bad faith is evidenced at least by the similarity of DTY's Infringing Products to Nike's Dunk Trade Dress and DTY's revision of its social media posts advertising the Infringing Products to change the infringing "Division Dunks" to "Division Lows." Because of the willful nature of DTY's wrongful acts, Nike is entitled to an award of treble damages and increased profits under 15 U.S.C. § 1117.

182. Because this is an exceptional case, Nike is also entitled to recover its costs of suit and its attorneys' fees pursuant to 15 U.S.C. § 1117.

NINTH CAUSE OF ACTION (DTY)
FALSE DESIGNATION OF ORIGIN / UNFAIR COMPETITION
15 U.S.C. § 1125(a)

183. Nike repeats and realleges each and every allegation in the foregoing Paragraphs 1 to 182 as if fully set forth herein.

184. DTY's unauthorized use of Nike's Dunk Trade Dress, DUNK word mark, and/or confusingly similar marks constitutes a false designation of origin that is likely to cause consumer confusion, mistake, or deception as to the origin, sponsorship, or approval of DTY and/or DTY's Infringing Products by creating the false and/or misleading impression DTY's Infringing Products are produced by, authorized by, or otherwise associated with Nike.

185. As a direct and proximate result of DTY's wrongful acts, Nike has suffered, continues to suffer, and/or is likely to suffer damage to its trademarks, business reputation, and good will that money cannot compensate. Unless enjoined, DTY will continue to use Nike's Dunk Trade Dress, DUNK word mark, and/or confusingly similar marks and will cause irreparable damage to Nike, Nike's Dunk

1 Trade Dress, DUNK word mark, and to the business and good will represented
2 thereby, for which Nike has no adequate remedy at law.

3 186. Nike is further entitled to recover from DTY the actual damages Nike
4 has sustained, is sustaining, and/or is likely to sustain as a result of DTY's wrongful
5 acts.

6 187. DTY's use of Nike's Dunk Trade Dress, DUNK word mark, and/or
7 confusingly similar marks has been intentional and willful. DTY's bad faith is
8 evidenced at least by the similarity of DTY's Infringing Products to Nike's Dunk
9 Trade Dress and DTY's revision of its social media posts advertising the Infringing
10 Products to change the infringing "Division Dunks" to "Division Lows." Because
11 of the willful nature of DTY's wrongful acts, Nike is entitled to an award of treble
12 damages and increased profits under 15 U.S.C. § 1117.

13 188. Because this is an exceptional case, Nike is also entitled to recover its
14 costs of suit and its attorneys' fees pursuant to 15 U.S.C. § 1117.

15 **TENTH CAUSE OF ACTION (DTY)**
16 **COMMON LAW TRADEMARK INFRINGEMENT**
17 **AND UNFAIR COMPETITION**

18 189. Nike repeats and realleges each and every allegation in the foregoing
19 Paragraphs 1 to 189 as if fully set forth herein.

20 190. Through its prior and continuous use of the Dunk Trade Dress and
21 DUNK word mark in commerce, Nike's Dunk Trade Dress and DUNK word mark
22 have become widely known, and Nike has been identified in the public mind as the
23 manufacturer of the products bearing the Dunk Trade Dress and DUNK word mark.

24 191. Through its prior and continuous use of its Dunk Trade Dress and
25 DUNK word mark in commerce, Nike enjoys exclusive common law rights in the
26 Dunk Trade Dress and DUNK word mark.

27 192. DTY's use of Nike's Dunk Trade Dress and DUNK word mark is
28 without any permission, license or other authorization from Nike.

1 193. DTY, with knowledge and intentional disregard of Nike's rights,
2 continues to advertise, promote, and sell products using Nike's Dunk Trade Dress,
3 DUNK word mark, and/or confusingly similar marks. DTY's acts have caused,
4 continue to cause, and/or are likely to cause confusion as to the source and/or
5 sponsorship of DTY or DTY's Infringing Products.

6 194. DTY's acts as alleged herein constitute common law trademark
7 infringement, and have already caused Nike irreparable damage and will, unless
8 enjoined, continue to so damage Nike, which has no adequate remedy at law.

9 195. Upon information and belief, DTY committed the acts alleged herein
10 knowingly, willfully, wantonly, oppressively, fraudulently, maliciously, and in
11 conscious disregard of Nike's rights, thereby entitling Nike to exemplary and
12 punitive damages pursuant to the common law of the State of California in an
13 amount sufficient to punish, deter, and make an example of DTY.

14 **ELEVENTH CAUSE OF ACTION (DTY)**
15 **UNFAIR COMPETITION IN VIOLATION OF**
16 **CAL. BUS. & PROF. CODE §§ 17200, et seq.**

17 196. Nike repeats and realleges each and every allegation in the foregoing
18 Paragraphs 1 to 195 as if fully set forth herein.

19 197. By reason of the foregoing, DTY has been, and is, engaged in unlawful,
20 unfair and/or fraudulent business practices in violation of §§ 17200, et seq., of the
21 California Bus. & Prof. Code.

22 198. As a direct and proximate result of DTY's unauthorized use of Nike's
23 Dunk Trade Dress, DUNK word mark, and/or confusingly similar marks, Nike has
24 suffered, continues to suffer, and/or is likely to suffer damage to its trademarks,
25 business reputation, and goodwill that money cannot compensate. Unless enjoined,
26 DTY will continue its unauthorized use of Nike's Dunk Trade Dress, DUNK word
27 mark, and/or confusingly similar marks, and will cause irreparable damage to Nike
28 for which Nike has no adequate remedy at law. Thus, Nike is entitled to: (a) an

1 injunction restraining DTY and, as applicable, its officers, members, agents,
 2 servants, and employees, and all persons acting in concert with DTY, from using
 3 Nike's Dunk Trade Dress, DUNK word mark, and/or confusingly similar marks;
 4 and (b) restitution of DTY's profits earned from its unauthorized use of Nike's
 5 Dunk Trade Dress, DUNK word mark, and/or confusingly similar marks in which
 6 profits Nike has a vested interest.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Nike respectfully prays for:

9 1. A judgment and order that:

- 10 a. Tuinenburg has willfully (A) infringed Nike's Asserted Marks and
 11 engaged in counterfeiting in violation of 15 U.S.C. §1114; (B) used
 12 false designations of origin and made false and/or misleading
 13 statements in violation of 15 U.S.C § 1125(a); (C) violated Nike's
 14 common law rights in Nike's Asserted Marks; (D) violated Nike's
 15 common law rights in the Asserted Marks; and (E) engaged in
 16 unlawful, unfair, or fraudulent business practices in violation of §§
 17 17200, et seq. of the California Bus. & Prof. Code; and
- 18 b. DTY has willfully (A) infringed Nike's Dunk Trade Dress and
 19 DUNK word mark, and in violation of 15 U.S.C. §1114; (B) used
 20 false designations of origin and made false and/or misleading
 21 statements in violation of 15 U.S.C § 1125(a); (C) violated Nike's
 22 common law rights in Nike's Dunk Trade Dress and DUNK word
 23 mark; (D) violated Nike's common law rights in the Dunk Trade
 24 Dress and DUNK word mark; and (E) engaged in unlawful, unfair,
 25 or fraudulent business practices in violation of §§ 17200, et seq. of
 26 the California Bus. & Prof. Code.
- 27
 28

1 2. A judgment and order enjoining Defendants and Defendants' affiliates,
2 agents, employees, attorneys, and all other persons acting in concert with
3 Defendants, during the pendency of this action and permanently thereafter from:

- 4 a. Manufacturing, minting, transporting, promoting, advertising,
5 publicizing, distributing, offering for sale, or selling any products
6 (including but not limited to shoes and apparel goods) under and/or
7 bearing Nike's Asserted Marks, Nikes' Dunk Trade Dress, any
8 marks substantially indistinguishable therefrom, or any other marks,
9 names, symbols, or logos which are likely to cause confusion or to
10 cause mistake or to deceive persons into the erroneous belief that
11 any products that Defendants caused to enter the stream of
12 commerce or any of Defendants' commercial activities are
13 sponsored or licensed by Nike, are authorized by Nike, or are
14 connected or affiliated in some way with Nike or Nike's Asserted
15 Marks and the Dunk Trade Dress;
- 16 b. Manufacturing, minting, transporting, promoting, advertising,
17 publicizing, distributing, offering for sale, or selling any products
18 (including but not limited to shoes and apparel goods) under and/or
19 bearing Nike's Asserted Marks, the Dunk Trade Dress, any marks
20 substantially indistinguishable therefrom, and/or confusingly similar
21 marks;
- 22 c. Implying Nike's approval, endorsement, or sponsorship of, or
23 affiliation or connection with, Defendants' products, services, or
24 commercial activities, passing off Defendants' businesses as that of
25 Nike, or engaging in any act or series of acts which, either alone or
26 in combination, constitutes unfair methods of competition with Nike
27 and from otherwise interfering with or injuring Nike's Asserted
28 Marks, Dunk Trade Dress, or the good will associated therewith;

- d. Representing or implying that Defendants are in any way sponsored by, currently affiliated with, or licensed by Nike;
- e. Engaging in the sale of counterfeit Nike goods; or
- f. Knowingly assisting, inducing, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in paragraphs 2(a) to (e) above;

3. An order that Nike is the exclusive owner of the Asserted Marks and Dunk Trade Dress, and that such marks are valid and protectable;

4. An order that Defendants be required to deliver to Nike for destruction any and all counterfeit Nike-branded goods and Infringing Products, digital files, packaging, printed graphics, promotional materials, business cards, signs, labels, advertisements, flyers, circulars, and any other items in any of their possession, custody, or control bearing Nike's Asserted Marks, Dunk Trade Dress, any marks substantially indistinguishable therefrom, and/or confusingly similar marks;

5. An order granting an award of damages suffered by Nike according to proof at the time of trial;

6. An order that Defendants account to Nike for any and all profits earned as a result of Defendants' acts in violation of Nike's rights;

7. An award of three times the amount of compensatory damages and increased profits pursuant to 15 U.S.C. § 1117(a);

8. An award of three times such profits or damages, whichever amount is greater, together with a reasonable attorneys' fees, pursuant to 15 U.S.C. § 1117(b);

9. An award of statutory damages pursuant to 15 U.S.C. § 1117(c);

10. An order granting an award of punitive damages for the willful and wanton nature of Defendants' aforesaid acts under the common law;

11. An order granting pre-judgment interest on any recovery by Nike;

12. An order granting an award of Nike's costs, expenses, and reasonable attorneys' fees; and

1 13. Granting such other and further relief as is just and proper.
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1 Dated: December 14, 2023

Respectfully submitted,

2 By: /s/ Oscar M. Orozco-Botello

3 Oscar M. Orozco-Botello

4 (Bar No. 313104)

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21 *Attorneys for Plaintiff Nike, Inc.*

DEMAND FOR JURY TRIAL

Nike, Inc. hereby demands a trial by jury on all claims and issues in this action so triable.

Dated: December 14, 2023

Respectfully submitted,

By: /s/ Oscar M. Orozco-Botello

Oscar M. Orozco-Botello

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